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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CHINA CENTRAL TELEVISION, a China  
company; CHINA INTERNATIONAL  
COMMUNICATIONS CO., LTD., a China  
company; TVB HOLDINGS (USA), INC., a  
California corporation; and DISH  
NETWORK L.L.C., a Colorado limited  
liability company,

Plaintiffs,

vs.

CREATE NEW TECHNOLOGY (HK)  
LIMITED, a Hong Kong company; HUA  
YANG INTERNATIONAL TECHNOLOGY  
LIMITED, a Hong Kong company;  
SHENZHEN GREATVISION NETWORK  
TECHNOLOGY CO. LTD., a China  
company; CLUB TVPAD, INC., a California  
corporation; BENNETT WONG, an  
individual; ASHA MEDIA GROUP INC.  
d/b/a TVPAD.COM, a Florida corporation;  
AMIT BHALLA, an individual;  
NEWTVPAD LTD. COMPANY d/b/a  
NEWTVPAD.COM a/k/a TVPAD USA, a  
Texas corporation; LIANGZHONG ZHOU,  
an individual; HONGHUI CHEN d/b/a E-  
DIGITAL, an individual; JOHN DOE 1 d/b/a  
BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN  
DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV;  
JOHN DOE 5 d/b/a GANG YUE; JOHN  
DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7  
d/b/a GANG TAI WU XIA; and JOHN DOES  
8-10,

Defendants.

) Case No.  
) CV15-01869 MMM (AJWx)

) **COMPENDIUM OF EVIDENCE  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR PRELIMINARY  
INJUNCTION, VOLUME 1 OF 7**

) [Notice of Motion and Motion for  
Preliminary Injunction and  
{Proposed} Order filed concurrently]

) **Date: June 8, 2015**  
) **Time: 10:00 a.m.**  
) **Crtrm.: 780**

) Action Filed March 13, 2015

**INDEX**  
**VOLUME 1**

DECLARATION OF CHRISTOPHER WEIL  
DECLARATION OF NICHOLAS BRAAK  
DECLARATION OF SHUK KUEN “LILY” LAU  
DECLARATION OF SAMUEL P. TSANG  
DECLARATION OF CHUNGUANG LU  
DECLARATION OF CHRISTOPHER KUELLING  
DECLARATION OF GEORGE P. WUKOSON

**WEIL DECLARATION**

**DECLARATION OF CHRISTOPHER WEIL**

I, Christopher Weil, declare as follows:

1. I am a licensed private investigator and partner/shareholder of Mintz Group LLC (“Mintz”), a corporate research and investigations firm headquartered in New York, with offices located in Washington D.C., London, Hong Kong, Beijing, Nairobi, and six other cities throughout the world. I have been employed by Mintz since July 1999. I have worked as a corporate investigator for more than 15 years. During my career I have been involved in, and have overseen, hundreds of investigations involving intellectual property infringement, cybercrime, Internet forensics, and other matters. I make this declaration in support of Plaintiffs’ motion for a preliminary injunction. I have personal knowledge of the facts contained herein, and, if called upon as a witness, I could and would testify competently about these facts, except for those matters stated expressly upon information and belief, which matters I believe to be true.

**Mintz’s Engagement by Plaintiffs**

2. Mintz has extensive experience conducting computer and Internet forensics investigations for a wide variety of clients in various types of matters, including intellectual property enforcement and litigation. In 2014, China Central Television (“CCTV”) and China International Communications Co., Ltd. (“CICC”) engaged Mintz to investigate a television set-top box device known as “TVpad” and the unlicensed international television programming accessible to U.S. consumers through the TVpad (the “TVpad Retransmission Service”). In July 2014, TVB Holdings (USA), Inc. (“TVB (USA)”) and DISH Network L.L.C. (“DISH”) joined CICC and CCTV in retaining Mintz for purposes of this investigation. (I will refer to CCTV, CICC, TVB (USA), and DISH collectively as “Plaintiffs”.) Specifically, Plaintiffs retained Mintz to investigate the origin, distribution, and sale of the TVpad device into and within the United States and to perform forensic analysis of the TVpad device and the TVpad Retransmission Service.

1           3. I am the lead investigator on this matter. In my work on this matter, I  
2 managed all aspects of the investigation, including directing our investigators'  
3 research, forensic examination, contact with targets, and other activities undertaken  
4 in furtherance of the investigation. As the lead investigator, I have reviewed all of  
5 the records generated by Mintz's research, have had detailed discussions with the  
6 investigators on the direction, progress, and results of our investigation, and have  
7 personally viewed the TVpad devices we have acquired through our investigation, as  
8 well as the streamed content delivered by those devices.

9           4. The TVpad streams television programming to customers through the  
10 Internet without the customers paying subscription fees to an authorized cable,  
11 satellite, or other television services provider. TVpad users connect the TVpad device  
12 to their home Internet connection and to their televisions with a cable. When the  
13 TVpad is connected to the Internet, software applications or "apps"<sup>1</sup> available  
14 through the "TVpad Store" on the device permit users to view streaming television  
15 programs on their televisions. In particular, the TVpad allows users in the U.S. and  
16 around the world to watch television content that originates from mainland China,  
17 Hong Kong, Korea and other countries in Asia. Among the Asian television  
18 programming streamed by the device to TVpad users in the United States are  
19 television channels and programs broadcast by CCTV in mainland China and by  
20 TVB (USA)'s Hong Kong-based parent company Television Broadcasts Limited  
21 ("TVB") in Hong Kong and Taiwan. I am informed by my clients that none of the  
22 Plaintiffs authorize any parties to provide their television programming to consumers  
23 in the United States through the TVpad device or TVpad Retransmission Service.

24           5. The manufacturer of the TVpad, Defendant Create New Technology  
25 (HK) Ltd. ("CNT"), claims on its website that it is not responsible for any infringing  
26

27 <sup>1</sup> An "app" is a small, specialized software program, often downloaded onto a mobile  
28 device or computer.

1 content delivered by the TVpad. In our investigation, Mintz set out to test this claim  
2 and to investigate the manufacturer's involvement in the TVpad Retransmission  
3 Service. To do this, we investigated how the TVpad Store on the TVpad device  
4 operates, and reviewed the manufacturer's advertising, promotional, and customer  
5 support materials.

6 6. In addition, Mintz investigated the distribution channels into and within  
7 the United States for the TVpad device and the infringing apps. In particular, we  
8 researched the activities of certain TVpad distributors in the U.S., including  
9 analyzing their websites and reviewing their online and print advertising and  
10 marketing/promotional materials. We then made purchases of the device from each  
11 of these U.S. distributors, reviewed the packaging and shipment information,  
12 analyzed the devices that were shipped to our address in the Central District of  
13 California by each U.S. distributor, and made follow-up contact with the U.S.  
14 distributors regarding those purchases. The details of this aspect of our investigation  
15 are set forth in the accompanying Declaration of Shuk Kuen "Lily" Lau (the "Lau  
16 Declaration").

17 7. Finally, Mintz forensically examined the TVpad device and associated  
18 apps to determine their functions and methods of delivering infringing television  
19 content. The results of our forensic examination of the TVpad device and the TVpad  
20 Retransmission Service are set forth in the accompanying declaration of Nicholas  
21 Braak (the "Braak Declaration").

### 22 **Summary of Investigative Findings**

23 8. In addition to the matters addressed in the Braak and Lau Declarations,  
24 our investigation revealed the following facts and conclusions about Defendant CNT,  
25 the TVpad device, the TVpad Store, and the infringing applications made available  
26 through the TVpad Store, as detailed more fully below:  
27  
28

1 a. CNT exercises control over the TVpad Store, decides what apps  
2 appear there, and contractually reserves the right to suspend, delete, modify  
3 and/or filter all software applications made available through the TVpad Store.

4 b. CNT actively promotes the infringing capabilities of the TVpad  
5 device, encourages users to engage in infringing conduct by downloading and  
6 using the infringing apps available through the TVpad Store to view CCTV  
7 and TVB programs, and provides customer support and assistance to help  
8 TVpad users access and share infringing CCTV and TVB television  
9 programming.

10 c. The infringing apps available through the TVpad Store—and the  
11 free television programming streamed through them—constitute a significant  
12 draw for potential customers of the TVpad device.

13 d. CNT has substantial ties to purported “third-party” entities  
14 involved in the development of the infringing apps.

15 e. CNT actively targets customers in the United States and the  
16 Central District of California.

17 **Create New Technology (HK) Ltd.**

18 9. Defendant CNT manufactures the TVpad device. CNT’s current  
19 registered address is Room D, 10/F, Tower A, Billion Centre, 1 Wang Kwong Road,  
20 Kowloon Bay, Kowloon, Hong Kong, according to the Hong Kong Companies  
21 Registry (“HK Companies Registry”). This address is also associated with SBC  
22 International, a corporate registration service in Hong Kong. Attached hereto as  
23 Exhibit 1 are true and correct copies of printouts of HK Companies Registry records  
24 identifying CNT’s current registered address, which printouts were made from the  
25 HK Companies Registry website by an investigator under my direction and control.

26 10. CNT operates a website at iTVpad.com. The website contains both  
27 Chinese- and English-language webpages. On the English-language “About Us”  
28 webpage, the CNT website states:

Headquartered in Hong Kong, Create New Technology (HK) Limited ('Creatent') has set up R&D centers and business centers in New York, Singapore and Shanghai, as well as a large modern manufacturing base in Shenzhen, China. As one of the world's leading smart OTT<sup>2</sup> operators, Creatent has been specializing in the R&D of TVpad products since 2008. With thousands of engineers' hard work and research, Creatent has finally launched the new generation of OTT box - TVpad, and made it the best brand in the industry.

Attached hereto as Exhibit 2 is a true and correct copy of a printout of the English-language "About Us" webpage from iTVpad.com, which printout I personally confirmed accurately reflects the contents of that webpage on February 2, 2015.

11. The English-language "About Us" webpage on iTVpad.com also lists the following contact information:

**Create New Technology (HK) Limited**

**Phone**

Customer Service: 00852-21349910

Investment: 00852-21349910

**Email**

Customer Service: service@tvpad.hk

Investment: sales@creatent.net

TVpad Order: help@itvpad.com

TVpad Promoters: apply@itvpad.com

*See Exhibit 2.*

12. The footer of every webpage of the iTVpad.com website contains a CNT copyright notice. Most often it reads: "Copyright © 2007-2015 啟創科技 (香

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<sup>2</sup> For purposes of this motion, "Over The Top" or "OTT" refers to the delivery of video programming using an Internet connection that is not owned, managed, or operated by such distributor (e.g. Netflix).



1 港) 有限公司 (CREATE NEW TECHNOLOGY (HK) LIMITED) All Rights  
2 Reserved.” Sometimes the copyright notice does not have Chinese characters.  
3 Attached hereto as Exhibit 3 are true and correct copies of screenshots of  
4 representative webpages from iTVpad.com showing the CNT copyright notice,  
5 which screenshots I personally confirmed accurately reflect the contents of those  
6 webpages on February 6, 2015.

7 13. On its iTVpad.com website, CNT offers TVpad devices for sale to  
8 consumers, including to consumers in the United States, the State of California, and  
9 the Los Angeles area. CNT sells the TVpad device for \$199 to \$299, depending on  
10 the particular TVpad “edition” being sold (see Paragraph 18 below). Attached hereto  
11 as Exhibit 4 is a true and correct copy of a printout of the “Store” webpage from  
12 iTVpad.com, which printout I personally confirmed accurately reflects the contents  
13 of that webpage on February 2, 2015.

14 14. CNT also operates the “TVpad” Facebook page at  
15 <https://www.facebook.com/mytvpad>, and provides links to that Facebook page on the  
16 English- and Chinese-language homepages of iTVpad.com. All pages on the  
17 Facebook page prominently display CNT’s TVpad logo, and the “About” page lists  
18 iTVpad.com as the Facebook page’s associated website. Attached hereto as Exhibit 5  
19 is a true and correct copy of a printout of the TVpad Facebook page titled “Timeline”  
20 (top of page), which printout I personally confirmed accurately reflect the contents of  
21 that Facebook page on February 5, 2015. Attached hereto as Exhibit 6 is a true and  
22 correct copy of a printout of the TVpad Facebook page titled “About”, which  
23 printout I personally confirmed accurately reflect the contents of that Facebook page  
24 on February 5, 2015.

15. The packaging for the TVpad device, CNT's website, CNT's Facebook page, and CNT's marketing materials all feature the following TVpad logo:



### The TVpad Device

16. As explained above, the TVpad device is a set-top box that delivers television programming to customers over the Internet without the customers paying subscription fees to an authorized cable, satellite, or other provider.

17. CNT and its predecessors have sold four models of the TVpad device. Based on our investigation, the Models currently being sold are:

**TVpad3** (M358 model), sold from approximately late 2013 to December 2014 (and still sold by many distributors); and

**TVpad4** (M418 model), sold from December 1, 2014 to the present.

18. The TVpad4 model is currently sold in two "editions"; one that sells for \$199 and offers only apps that stream Mandarin-language television, and one that sells for \$299 and offers apps that stream television programming from Hong Kong, mainland China, and Taiwan. Attached hereto as Exhibit 7 are true and correct copies of printouts of relevant webpages from iTVpad.com describing these TVpad editions, which printouts I personally confirmed accurately reflect the contents of those webpages on February 5, 2015.

19. The TVpad3 device was in broad circulation in 2014, when our investigation began. On December 1, 2014, CNT announced the release of the TVpad4. The primary differences between TVpad4 and TVpad3, according to CNT, are that "upgraded hardware and P2P processing" make the TVpad4 perform better especially when large audiences are viewing a broadcast, and that TVpad4 uses an advanced high definition video standard. In other words, CNT touts TVpad4 as

1 providing a more stable, higher quality video viewing experience, in particular  
2 because of its improved peer-to-peer functionality. Attached hereto as Exhibit 8 are  
3 true and correct copies of printouts of relevant webpages from iTVpad.com  
4 announcing the release of the TVpad4 and discussing TVpad4's purported upgrades,  
5 which printouts I personally confirmed accurately reflect the contents of those  
6 webpages on February 6, 2015, along with images from the original December 1,  
7 2014 website announcement at <http://www.itvpad.com/index.html> that I personally  
8 preserved from that website on December 1, 2014.

9 20. All of the TVpad devices that we have purchased in the course of our  
10 investigation have been TVpad3 and TVpad4 models, and we have confirmed that  
11 the functions that we have analyzed work commonly across these two models, with  
12 modest exceptions (*see* Braak Decl. ¶¶ 19-21, 23, 27-57, 60-63). For the remainder  
13 of this Declaration, I will use the term "TVpad" to mean collectively the TVpad3 and  
14 TVpad4 models unless otherwise indicated.

15 **CNT Exercises Control Over the TVpad Store**

16 21. As described in detail in the accompanying Braak Declaration, TVpad  
17 users access television content by downloading apps from a "TVpad Store" that  
18 appears on the TVpad device automatically when a user turns it on. Superficially, the  
19 TVpad Store is similar to the "iTunes Store" offered by Apple to deliver apps to  
20 various Apple devices, and "Google Play," the equivalent marketplace for Android  
21 apps. One major difference, however, is that TVpad users do not have to pay to  
22 download any of the apps in the TVpad Store. Also unlike the iTunes Store and  
23 Google Play, CNT's TVpad Store does not adequately identify the purported third-  
24 party sources of the apps. *See also* Braak Decl. at ¶ 43.

25 22. Mintz's investigation has revealed that CNT exercises practical and  
26 legal control over the TVpad Store and the infringing apps made available through  
27 the TVpad Store. This conclusion is based on three factors:  
28

23. First, CNT asserts legal ownership and control of the TVpad Store, requiring users to agree to its terms of service to access the TVpad Store. As explained in the Braak Declaration, when a user first turns on a TVpad device as boxed by the manufacturer, the user must take certain steps to set up the device, including accepting mandatory terms of service called the “TVpad Legal Information and User Agreement”. Among other things, the TVpad Legal Information and User Agreement states:

(1.1.) CNT supplies the TVpad;

(1.2.) the “TVpad Store is the platform that allows you to browse, search, download and install software applications of interest . . . that TVpad supports . . .”;

(3.1.1.) “CNT does not recommend software applications other than those provided through the TVpad Store be installed into the TVpad”;

(3.8) “CNT reserves the right to preview, examine, report, filter, modify, refuse or delete any or all software applications in the TVpad Store”; and

(7.4) “CNT reserves the right to modify, suspend, or discontinue the TVpad Store (or any part or content thereof) at any time with or without notice to you.”

*See* Braak Decl. ¶ 30, Exhibit 47.

24. Second, CNT exercises technical and practical control of the TVpad Store. The TVpad Store can only be reached through the TVpad device, which CNT manufactures. Each device is configured to (a) automatically authenticate itself as a genuine TVpad by sending unique identifying information to an Internet server, and (b) subsequently download operational support content such as the current menu of available apps from other Internet servers. *See* Braak Decl. ¶¶ 24-25. TVpad devices also regularly contact these servers to update the contents of the TVpad Store. Braak Decl. ¶ 25. Also, when users download apps from the TVpad Store to their TVpad

1 devices, those apps are downloaded from the same servers that CNT uses to provide  
2 operational support to the TVpad Store itself. Braak Decl. ¶ 26.

3 25. Third, CNT publicly acknowledges that it controls which apps are  
4 included in the TVpad Store, in at least the following ways:

5 a. On its website, CNT solicits apps for the TVpad Store through the  
6 “App Publishing” section of the “Help Center”, which invites readers to “click  
7 App Publishing to submit your app” and includes a hyperlink to a web contact  
8 form. Attached hereto as Exhibit 9 is a true and correct copy of a printout of  
9 the Help Center webpage, which printout I personally confirmed with the  
10 assistance of a Mintz investigator fluent in Chinese accurately reflects the  
11 contents of that webpage on February 2, 2015, and a certified translation of  
12 that printout. Attached hereto as Exhibit 10 is a true and correct copy of a  
13 printout of the web submission form webpage, which printout I personally  
14 confirmed with the assistance of a Mintz investigator fluent in Chinese  
15 accurately reflects the contents of that webpage on February 2, 2015, and a  
16 certified translation of that printout.

17 b. On its Facebook page, CNT announces the release of new  
18 applications available in the TVpad Store. Attached hereto as Exhibit 11 are  
19 true and correct copies of printouts of representative announcements from the  
20 TVpad Facebook page, which printouts I personally confirmed with the  
21 assistance of a Mintz investigator fluent in Chinese accurately reflect the  
22 contents of those webpages on February 2, 2015, and certified translations of  
23 those printouts. CNT also announces the release of new applications available  
24 in the TVpad Store on its blog, for example as discussed in paragraph 36  
25 below.

26 c. Also in posts on its Facebook page, CNT representatives solicit  
27 ideas and suggestions from TVpad users about new apps and channels to make  
28 available, sometimes stating that CNT will convey those suggestions to

1 unidentified, purported app developers. Attached hereto as Exhibit 12 are true  
2 and correct copies of printouts of representative posts from the TVpad  
3 Facebook page, which printouts I personally confirmed with the assistance of a  
4 Mintz investigator fluent in Chinese accurately reflect the contents of those  
5 webpages on February 2, 2015, and certified translations of those printouts.

6 d. Finally, as noted above, CNT provides “editions” of its TVpad4  
7 device that have different collections of apps. See Paragraph 18 above.

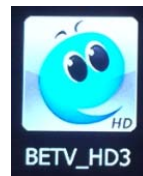
8 **The Infringing TVpad Apps**

9 26. Among the apps available through CNT’s TVpad Store are numerous  
10 apps that, when downloaded, provide immediate unauthorized access to CCTV and  
11 TVB television broadcasts and video-on-demand programming that originate in  
12 mainland China and Hong Kong. (Collectively, I shall refer to these apps as the  
13 “Infringing TVpad Apps”.) These Infringing TVpad Apps include the following  
14 infringing apps that stream CCTV and/or TVB programming:

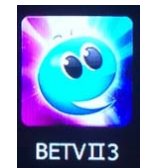
15 BETV PLUS



19 BETV\_HD

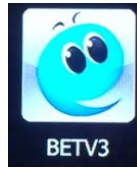


23 BETV II



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BETV



粵海時移  
(Yue Hai Shi Yi)



粵海寬頻 (Yue Hai  
Kuan Pin)



粵海寬頻2 (Yue Hai  
Kuan Pin 2)



港粵網絡電視 (Gang  
Yue Wang Luo Dian  
Shi)



粵海直播 (Yue Hai  
Zhi Bo)





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516TV



516網路電視 (516  
Online TV)



HITV



体育online (Sport  
Online)



港粵快看 (Gang Yue  
Kuai Kan)



港台武俠 (Gang Tai  
Wu Xia)



See Braak Decl. ¶ 16 for a full description of the Infringing TVpad Apps.



**CNT Encourages and Promotes Infringement Through the TVpad Device**

27. Our investigation into CNT’s advertising, promotional, and customer support materials demonstrates that CNT intends for the TVpad to be used for infringement, promotes that infringing capability, encourages others to engage in infringing conduct, and provides customer support and assistance to achieve that end.

**(a) CNT Advertises and Promotes Infringing TVpad Apps on its Website**

28. In advertising and promotion on CNT’s website, CNT pervasively touts the ability of TVpad users to stream CCTV, TVB and other television programming from Asia without paying subscription fees. I used the Wayback Machine website from the Internet Archive—a non-profit organization that archives historical copies of other websites, identified by web address and date—to access archived historical copies of the iTVpad.com website. According to these historical copies of iTVpad.com for October 28, 2014, the English-language “TVpad Center” webpage on iTVpad.com advertised the TVpad3 as follows:

No monthly fees. Once purchased, you have access to our ever growing shows & movies with no monthly fees, and enjoy our ongoing customer support; for instance, free system updates.

\*\*\*

TVpad3 is specially designed for overseas Chinese, from which you are free to enjoy various real-time live TV from HK/TW/Macao/Chinese mainland. And its ever growing international and local shows & movies make TVpad3 your own video library.

\*\*\*

Time-shift TV—especially for users located in different time zones. 24/7 live TV, massive updated VOD contents, time-shift

1 & playback service and more. TVpad3 gets everything fast to  
2 you, wherever you are!

3 Attached hereto as Exhibit 13 is a true and correct copy of a printout of the archived  
4 historical copy of the above-quoted webpage from the Wayback Machine at  
5 [https://web.archive.org/web/20141028220840/http://en.itvpad.com/tvpad3zt/products](https://web.archive.org/web/20141028220840/http://en.itvpad.com/tvpad3zt/products.html)  
6 [.html](https://web.archive.org/web/20141028220840/http://en.itvpad.com/tvpad3zt/products.html), which printout I personally confirmed on February 2, 2015 accurately reflects  
7 the contents of that archived historical copy.

8 29. On December 1, 2014, CNT announced on its website the release of the  
9 TVpad4. An English-language announcement on CNT's website promotes the  
10 features of the new device, such as hardware and software upgrades and higher video  
11 quality, as compared to previous models. This announcement states in part:

12 GCN edition packs massive contents from mainland China,  
13 Taiwan and HK.

14 Exclusive mandarin and Cantonese contents and massive third party  
15 apps.

16 Hundreds of live, time-shifting, payback contents from mainland China,  
17 Taiwan and HK.

18 \* \* \*

19 TVpad4 has introduced and cooperated with thousands of 3rd  
20 party content providers, providing massive apps for your  
21 choice.

22 *See* Exhibit 8, at 2, 4.

23 30. On its website, CNT uses images of the Infringing TVpad Apps to  
24 promote the TVpad device. For example, in the course of advertising educational  
25 content available through the TVpad3, CNT previously included the following  
26 graphic on its website:



This graphic on CNT's website featured icons for two BETV apps, a Yue Hai app, the Gang Yue Kuai Kan app, the Gang Tai Wu Xia app, a 516 app, and the Sport Online app, all of which are Infringing TVpad Apps. *See* Exhibit 13, at 3.

31. CNT's website announcement for the TVpad4 contains two graphics displaying icons for Infringing TVpad Apps, including two Yue Hai apps, the Gang Yue Wang Luo Dian Shi app, and the Gang Yue Kuai Kan app:



**3 Infringing TVpad Apps**



**4 Infringing TVpad Apps**

See Exhibit 8 at 8-9.

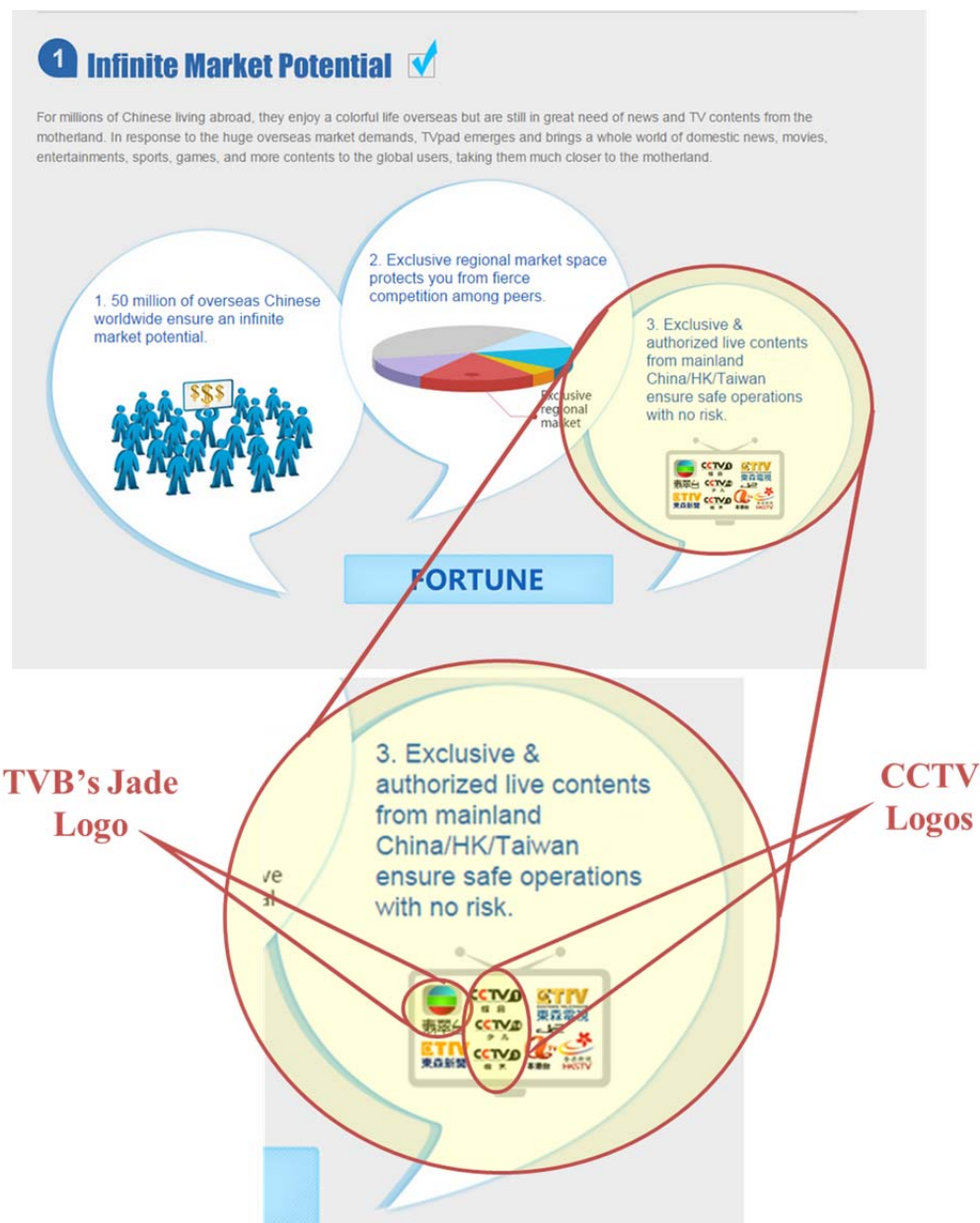


32. On the Chinese-language version of its website, CNT uses the following graphics in connection with promoting the TVpad4, which feature the BETV Plus app and a Yue Hai app, each of which is an Infringing TVpad App:



Attached hereto as Exhibit 14 is a true and correct copy of a printout of the Chinese-Language “TVpad4 CN” webpage from iTVpad.com, which printout I personally confirmed with the assistance of a Mintz investigator fluent in Chinese accurately reflects the contents of that webpage on February 2, 2015, and a certified translation of that printout.

33. On the “Investment” webpage on its website, where CNT solicits new distributors for the TVpad device, CNT uses CCTV’s and TVB’s logos and falsely claims that CNT has authorization to stream Plaintiffs’ television programming:



1 Attached hereto as Exhibit 15 is a true and correct copy of a printout of the English-  
2 language “Investment” webpage from iTVpad.com, which printout I personally  
3 confirmed accurately reflects the contents of that webpage on February 2, 2015.

4 **(b) CNT Advertises, Promotes, and Provides Customer Support for**  
5 **Infringing TVpad Apps on its Blog**

6 34. CNT also promotes the Infringing TVpad Apps through blog posts on its  
7 website iTVpad.com. For example, in an undated blog post entitled “Tons of Apps  
8 in TVpad, which app is designed for you?” CNT expressly recommends the  
9 following Infringing TVpad Apps:

10 **LIVE TV**

11 516: is a live Chinese TV app, and you can watch live channels  
12 or local TV from Taiwan

13 BETV: is a live app for providing local TV channels of  
14 mainland china ,which covers abundant TV resources including  
15 financial news, entertainment gossip, local TV and sports, and  
16 more.

17 粤海宽频APP [Yue Hai Kuan Pin] : provides you some  
18 characteristic live tv programs such as TVB drama, contonese  
19 [sic] songs and Hongkong-made films, and more.

20 The infringing 516 apps streams both TVB and CCTV programs; the infringing  
21 BETV apps stream CCTV programs; and the infringing Yue Hai apps stream TVB  
22 programming. Attached hereto as Exhibit 16 is a true and correct copy of a printout  
23 of CNT’s “Tons of Apps” blog post, which printout I personally confirmed  
24 accurately reflects the contents of that blog post on February 3, 2015.

25 35. A blog post by CNT on December 23, 2014 announcing the TVpad4  
26 specifically touts the availability of live TVB content, stating:

27 Most streaming players do not support live channels or may  
28 charge relative fees, but TVpad4 provides us with over 300

channels from mainland China and more than 40 live TV  
channels from HK and Taiwan [sic] (TVB also included) for  
free!

Attached hereto as Exhibit 17 is a true and correct copy of a printout of CNT's  
December 23, 2014 blog post, which printout I personally confirmed accurately  
reflects the contents of that blog post on February 3, 2015. This same blog post also  
displays images of multiple Infringing TVpad Apps, and of CCTV television  
programming delivered by the Infringing TVpad Apps:

### 5 Infringing TVpad Apps





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## 18 Infringing TVpad Apps





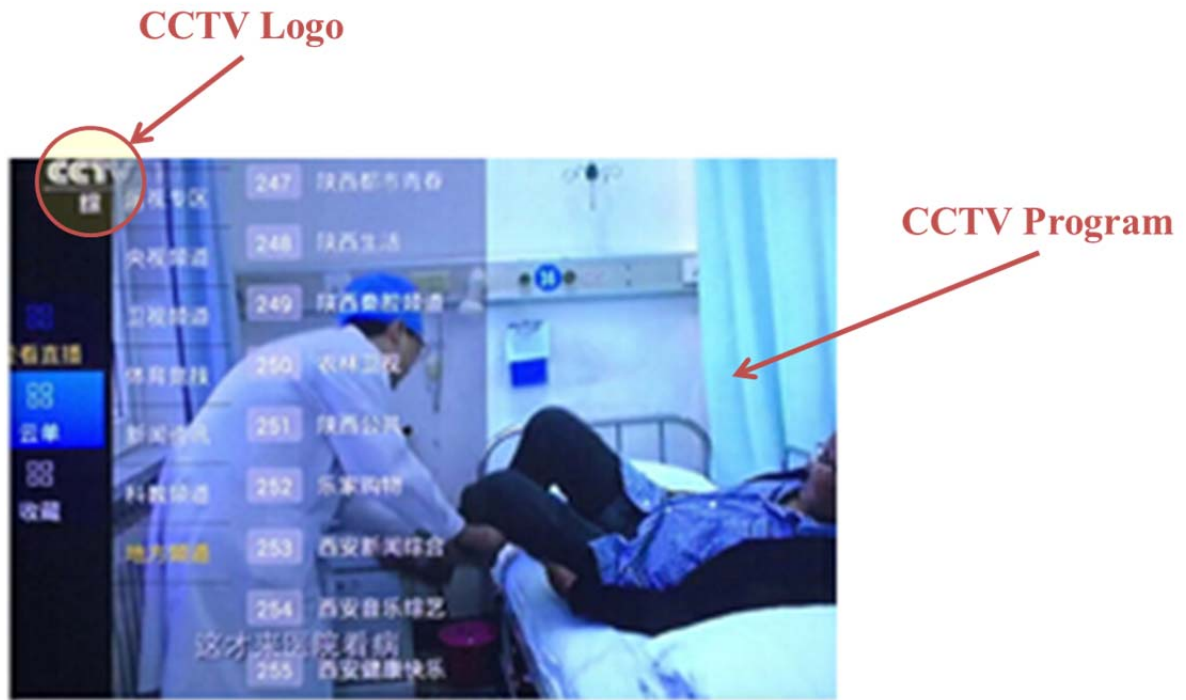
CCTV Program

CCTV Marks



CCTV Program

CCTV Marks



36. A CNT blog post on January 8, 2015, states that the infringing Gang Yue Wang Luo Dian Shi app provides most of its live channels in high definition, and is “definitely the favorite of those who love to watch TVB,” illustrating this point with a screenshot of a TVB program:





Attached hereto as Exhibit 18 is a true and correct copy of a printout of CNT's January 8, 2015 blog post, which printout I personally confirmed with the assistance of a Mintz investigator fluent in Chinese accurately reflects the contents of that webpage on February 3, 2015, and a certified translation of that printout.

37. Another CNT blog post instructs customers how to download and install one of the infringing BETV apps (BETVII) from the TVpad Store and how to select infringing television broadcasts, using a series of screenshots (reading left to right):

BETV II-Install

Attention: BETV II is only available for TVpad 3.62 version or higher.



Turn on your TVpad2 -Go to TVpad Manager



Turn on your TVpad2 -Go to TVpad Manager



-TVpad Store- BETV II

BETV II-Install



Switch what you'd like to watch atwill

At last, enjoy it.



BETV II, stable, clear and smooth etc have won living overseas Chinese your  
consistent high praise, covers all news finance, science and technology, sports,  
drama, children dozens of sets of Chinese channel resources. From now on you  
can lie on the sofa, with remote control operation, relaxed and comfortable to  
watch the high quality of Chinese local TV show. Whatever you want, up to you!

Attached hereto as Exhibit 19 is a true and correct printout of CNT's instructional  
blog post, which printout I personally confirmed accurately reflects the contents of  
that blog post on February 3, 2015.

**(c) CNT Advertises, Promotes, and Provides Customer Support for  
Infringing TVpad Apps on its Facebook Page**

38. CNT's TVpad Facebook page uses the slogan "Let all Chinese people  
around the world exclusively stream on Chinese TV & VOD without monthly fees  
because of TVpad" and states that "TVpad delivers the biggest & best selection of  
streaming live TV & VOD to your TV. Enjoy the best movies and TV shows, live  
sports, music, games and more." See Exhibit 6, at 1.

39. On its TVpad Facebook page, CNT promotes the Infringing Apps and  
infringing capabilities of the TVpad and provides customer support and assistance to  
help TVpad users download Infringing TVpad Apps, and to access and share  
infringing streams of CCTV, TVB, and other unauthorized television programming.  
For example, CNT administrators posting under the name "TVpad" frequently  
publish posts promoting the availability of specific CCTV and TVB programs on the  
TVpad. Attached hereto as Exhibit 20 are true and correct copies of printouts and  
screenshots of representative postings from the TVpad Facebook page, which  
printouts and screenshots I personally confirmed with the assistance of a Mintz  
investigator fluent in Chinese accurately reflect the contents of those postings from  
the TVpad Facebook page on February 3, 2015, and certified translations of those  
printouts and screenshots.

40. One such posting on CNT's Facebook page, on April 22, 2014, includes CNT's TVpad logo beside program information for the CCTV documentary "A Bite of China 2" airing on CCTV 1, CCTV 2, and CCTV 9:



See Exhibit 20, at 3-6.

41. Another CNT post on its Facebook page promotes the season finale of the TVB drama "Change of Heart" by posting a trailer and encouraging TVpad users to tune in:



See Exhibit 20, at 13-15.

42. A promotional video on CNT's Facebook page features the icons for the infringing BETV, 516, Yue Hai, and Gang Yue Kuai Kan apps and demonstrates streaming television content with a CCTV broadcast:





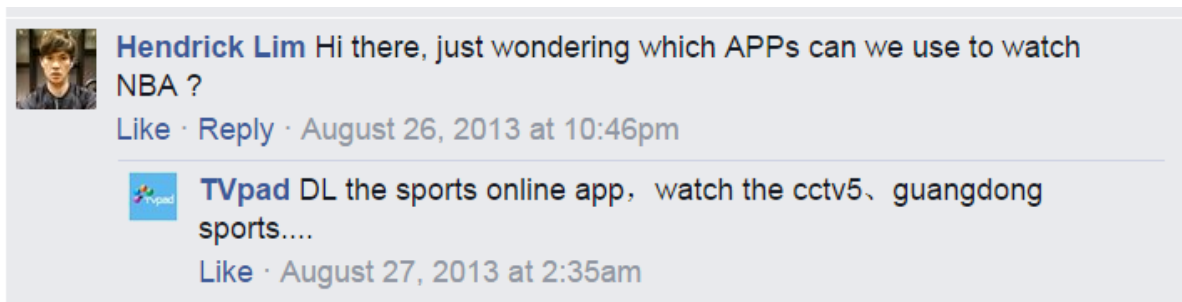


## Infringing TVpad Apps



1 Attached hereto as Exhibit 21 are true and correct copies of screenshots from the  
2 promotional video on CNT's Facebook page, which screenshots I personally  
3 confirmed accurately reflect the contents of that Facebook page and that promotional  
4 video on February 3, 2015.

5 43. In several of CNT's TVpad Facebook posts, CNT administrators  
6 recommend that TVpad users download and use Infringing Apps to access CCTV  
7 and TVB programming. For instance, in August 2013, an administrator posted a  
8 video promoting the availability of NBA games on TVpad. In the English-language  
9 comments to that post, the following exchange took place:



15

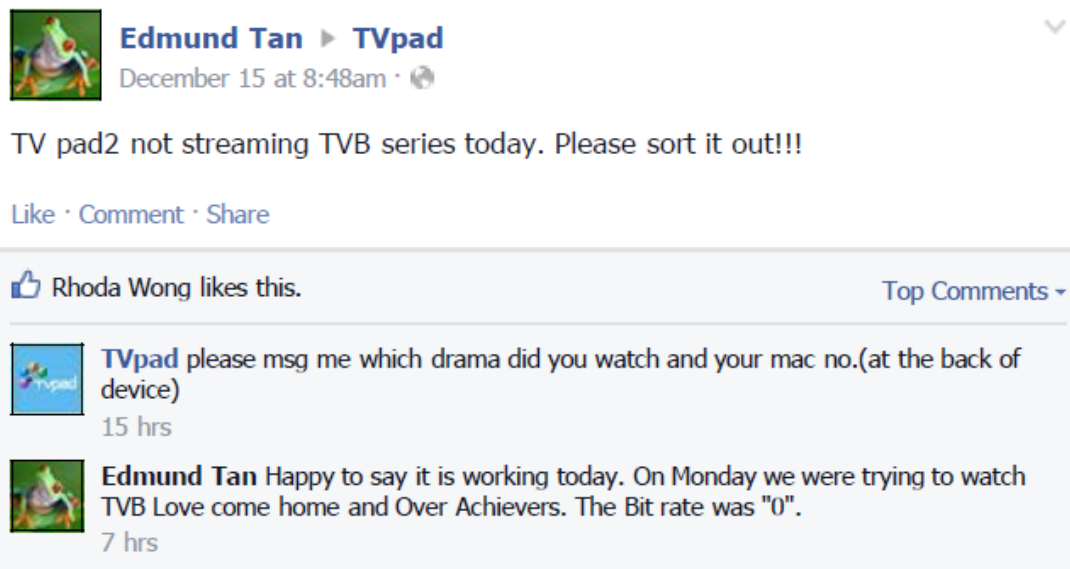
16 The Sports Online app referenced in CNT's response is an Infringing TVpad App  
17 that streams CCTV programming. Based on my experience, I interpret "DL" to mean  
18 "download." Attached hereto as Exhibit 22 is a true and correct copy of a screenshot  
19 of this August 2013 posting webpage containing both English and Chinese, which  
20 screenshot I personally confirmed with the assistance of a Mintz investigator fluent  
21 in Chinese accurately reflects the contents of that webpage on February 4, 2015, and  
22 a certified translation of that screenshot.

23 44. In another example from CNT's Facebook page, on June 12, 2014, when  
24 a user asked "Anyone knows which app or channel on tvpad is showing the World  
25 Cup???", the CNT administrator wrote: "Hi, please try 體育online [Sport Online],  
26 BETV." Sport Online and BETV are Infringing TVpad Apps that streams CCTV  
27 programming. Attached hereto as Exhibit 23 is a true and correct copy of a printout  
28 of this June 12, 2014 post, which printout I personally confirmed with the assistance

1 of a Mintz investigator fluent in Chinese accurately reflects the contents of that  
2 webpage on February 3, 2015, and a certified translation of that printout.

3 45. On November 3, 2013, when a user asked “[w]hich tvpad is can see tvb  
4 day and night and 12 hour back and tvb drama,” the administrator on CNT’s  
5 Facebook page wrote “Could download three party applications from TVpad store  
6 for this case have a nice day.” Attached hereto as Exhibit 24 is a true and correct  
7 copy of a printout of this November 3, 2013 post, which printout I personally  
8 confirmed with the assistance of a Mintz investigator fluent in Chinese accurately  
9 reflects the contents of that webpage on February 3, 2015, and a certified translation  
10 of that printout.

11 46. In a December 15, 2014 post on CNT’s TVpad Facebook page, a TVpad  
12 customer posted that “TV pad2 not streaming TVB series today. Please sort it out!!!”  
13 A TVpad moderator responded by offering assistance, instructing the customer to  
14 provide the name of the drama and the TVpad device number:



25 Attached hereto as Exhibit 25 is a true and correct copy of a printout of this  
26 December 15, 2014 Facebook post, which printout I personally confirmed accurately  
27 reflects the contents of that Facebook post on February 3, 2015.

28

1           47. On January 6, 2015, a consumer from California posted the question  
2 “Did TVpad sign contract with TVB, so customers can watch TVB programs  
3 LEGALLY?”, and the TVpad administrator replied “It is legal to watch HK channel  
4 in TVpad, no worry.” Attached hereto as Exhibit 26 is a true and correct copy of a  
5 printout of the January 6, 2015 post and response from the TVpad Facebook page,  
6 which printout I personally confirmed accurately reflects the contents of that  
7 Facebook post and response on February 3, 2015.

8           **(d) CNT Advertises, Promotes, and Provides Customer Support for**  
9           **Infringing TVpad Apps on the TVpad “Fans” Forum**

10           48. The Chinese-language homepage for CNT’s website links to a “Fans”  
11 webpage. Attached hereto as Exhibit 27 is a true and correct copy of a printout of the  
12 Chinese-language homepage of iTVpad.com, showing the “Fans” link (in English) in  
13 the top right-hand corner, which printout I personally confirmed accurately reflects  
14 the contents of that homepage on February 3, 2015. The “TVpad Fans” forum  
15 homepage is located at <http://www.tvpadfans.com/forum.php>. Attached hereto as  
16 Exhibit 28 is a true and correct copy of a printout of the TVpad Fans homepage,  
17 which printout I personally confirmed with the assistance of a Mintz investigator  
18 fluent in Chinese accurately reflects the contents of that webpage on February 3,  
19 2015, and a certified translation of that printout.

20           49. On its website, CNT describes TVpad Fans as an “official platform”:

21           The TVpad Fans is an official platform ran [sic] by TVpad, dedicated to  
22 bringing together TVpad users and delivering the excellent performance &  
23 features of TVpad and tons of amazing apps to TVpad users. It also  
24 involves sharing comments and exchanging ideas and tips on the use of  
25 TVpad products. It sets also a feedback column to collect suggestions and  
26 advice from users which TVpad think [sic] highly of and takes as [sic]  
27 effective way to improve TVpad products and better serve TVpad users.

28           TVpad Fans: <http://www.tvpadfans.com>

1 Exhibit 2, at 1.

2 50. With the assistance of a Mintz investigator fluent in Chinese, I have  
3 reviewed the TVpad Fans forum. The TVpad Fans forum hosts discussion threads on  
4 everything from technical support for the TVpad device to discussions about the  
5 infringing television programming available on the TVpad. The TVpad Fans forum  
6 contains hundreds of posts by TVpad users discussing the availability of TVB and  
7 CCTV channels and programming on the TVpad device, including discussions about  
8 which particular apps stream CCTV and TVB content, how to access those apps,  
9 problems with the apps, and the like. Administrators on the TVpad Fans forum  
10 promote the availability of CCTV and TVB programming and provide advice and  
11 support to TVpad users in identifying, installing, and using the Infringing TVpad  
12 Apps to view and share CCTV and TVB content. Attached hereto as Exhibit 29 are  
13 true and correct copies of printouts of representative examples of these forum post  
14 webpages, which printouts I personally confirmed with the assistance of a Mintz  
15 investigator fluent in Chinese accurately reflect the contents of those webpages on  
16 February 3, 2015, and certified translations of those printouts.

17 **CNT Collaborates With Purported Third-Party App Developers and Provides**  
18 **Technical Assistance to Those Accessing Infringing Television Programming**

19 51. In addition to the evidence Mintz uncovered in its investigation that  
20 CNT knows about and actively encourages and promotes copyright infringement  
21 through the TVpad device, our investigation also demonstrated significant ties  
22 between CNT and the development and provision of the Infringing TVpad Apps.

23 52. Other than self-serving statements by CNT itself, there is no public  
24 record of the existence of any actual third-party developers of the Infringing TVpad  
25 Apps. Despite extensive investigation, we have not been able to identify any  
26 purported third-party developer of any of the Infringing TVpad Apps, or locate any  
27 valid contact information for any such third-party app developers. Nowhere in the  
28 materials we reviewed—not in the TVpad Store, nor on CNT’s website or Facebook

1 page, nor in any of CNT's voluminous marketing materials—does CNT itself  
2 provide any corporate or individual names or contact information for the purported  
3 third-party developers behind the Infringing TVpad Apps.

4 53. During the course of our investigation, Mintz investigators also were not  
5 able to uncover any means by which supposed third-party app developers might earn  
6 revenues from the creation of Infringing TVpad Apps or the provision of television  
7 content for those apps. Customers who own TVpad devices download the Infringing  
8 TVpad Apps for free and the Infringing TVpad Apps do not contain on-screen  
9 advertisements (such as banners), do not display advertisements inserted into video  
10 content, and do not offer paid upgrades. Users of the TVpad need only pay for the  
11 TVpad device itself and do not need to pay any subscription fees to view infringing  
12 CCTV and TVB content using the TVpad.

13 54. To the extent there may be third-party app developers, CNT works very  
14 closely with those developers, in particular to develop and improve infringing  
15 content. For example, on August 18, 2013, an administrator on CNT's Facebook  
16 page published a post asking for suggestions to help CNT "better serve [its] overseas  
17 customers and allow overseas TVpad users to enjoy better Chinese TV services."  
18 One user suggested adding a TVB football channel; the administrator replied, "Thank  
19 you for your suggestion. Regarding the adjustment and adding of program  
20 applications, we will communicate with third-party application developers, as we  
21 need to give consideration to their development plans." Another user stated that he  
22 wanted more Cantonese channels; the administrator wrote "OK, thanks." One user  
23 suggested adding additional channels to the infringing BETV HD app; the  
24 administrator responded, "Noted." Another user asked to add a browser with Internet  
25 access; the administrator responded, "Thank you for your suggestion. We will  
26 consider it. The product has been positioned to provide TV services, so far giving  
27 little consideration to network support." Yet another user asked CNT to "improve all  
28 streaming sound bit rate and enable stereo"; the administrator responded that "the



1 application providers are working on this issue.” Attached hereto as Exhibit 30 is a  
2 true and correct copy of a printout the August 18 Facebook post and responses,  
3 which printout I personally confirmed with the assistance of a Mintz investigator  
4 fluent in Chinese accurately reflects the contents of that webpage on February 3,  
5 2015, and a certified translation of that printout.

6 55. Likewise, in comments to a May 2013 post on CNT’s Facebook page, a  
7 user requested more Cantonese programming, and the CNT administrator responded  
8 that the suggestion had been forwarded to the app provider. Attached hereto as  
9 Exhibit 31 is a true and correct copy of a printout of the May 2013 Facebook post  
10 and responses, which printout I personally confirmed with the assistance of a Mintz  
11 investigator fluent in Chinese accurately reflects the contents of that webpage on  
12 February 3, 2015, and a certified translation of that printout.

13 56. CNT also conveys messages from the purported third-party application  
14 developers to CNT’s customers. For instance, on October 14, 2013, an administrator  
15 on CNT’s Facebook page notified TVpad users that maintenance was to be carried  
16 out on the infringing 516 app that might cause service disruptions. Attached hereto  
17 as Exhibit 32 is a true and correct copy of a printout of the October 14 Facebook  
18 post, which printout I personally confirmed with the assistance of a Mintz  
19 investigator fluent in Chinese accurately reflects the contents of that webpage on  
20 February 3, 2015, and a certified translation of that printout.

21 57. CNT also provides technical assistance and updates to customers  
22 regarding server problems impacting their ability to stream infringing television  
23 content. For example, in June 2014 an “Urgent Notice” was posted on CNT’s  
24 Facebook page and fan forum: “Dear users : We are sorry to inform you that recently  
25 an unexpected condition was encountered by the servers . . . However, our technical  
26 team is working hard together with the ISP (Internet service provider) to solve the  
27 problem.” User comments beneath this notice made clear that CNT was responding  
28 to problems users were reporting in streaming infringing programming. For example,

1 one user complained that “taiwan 516 app [an Infringing TVpad App] is still not  
2 working in New York,” and another stated “I have lost all my channels and currently  
3 trying to reinstall the channels but the ones with new tvb shows and dramas have  
4 completely disappeared.. what’s happened?” Attached hereto as Exhibit 33 is a true  
5 and correct copy of a printout of the June 2014 Facebook post and responses, which  
6 printout I personally confirmed accurately reflects the contents of that webpage on  
7 February 3, 2015. CNT posted the same notice on the TVpad Fans forum in June  
8 2014. Attached hereto as Exhibit 34 is a true and correct copy of a printout of the  
9 TVpad Fans webpage with this notice, which printout I personally confirmed with  
10 the assistance of a Mintz investigator fluent in Chinese accurately reflects the  
11 contents of that webpage on February 3, 2015, and a certified translation of that  
12 printout.

13 58. Similarly, on June 13, 2014, when a user posted on CNT’s official fan  
14 forum that the video clarity for CCTV 5 on the infringing BETV app was poor, a  
15 TVpad administrator advised the user, “We are currently working on this issue.”  
16 Attached hereto as Exhibit 35 is a true and correct copy of a printout of this post and  
17 response, which printout I personally confirmed with the assistance of a Mintz  
18 investigator fluent in Chinese accurately reflects the contents of that webpage on  
19 February 3, 2015, and a certified translation of that printout.

20 59. In another example, on October 7, 2013, an administrator on CNT’s  
21 Facebook page posted a service update about a server problem causing service  
22 disruptions. In a comment to the post, one user wrote: “Thank God! I think [sic] my  
23 TVpad box was broken, I am able to watch Hong Kong drama now.” A TVpad  
24 administrator replied to the user: “The incident is just an episode, everything will  
25 ganna [sic] be ok. TVpad will always support more high quality service for Chinese  
26 in the whole world.” Attached hereto as Exhibit 36 is a true and correct copy of a  
27 printout of this Facebook post and responses, which printout I personally confirmed  
28 accurately reflects the contents of that webpage on February 3, 2015.



60. As recently as January 13, 2015, CNT was fielding a barrage of user complaints on its Facebook page about problems downloading the new Gang Yue Wang Luo Dian Shi app (an Infringing TVpad App), apologizing for the inconvenience, and asking customers to send private messages to CNT through its Facebook page so that CNT and the supposed “App provider” could address the problem. Attached hereto as Exhibit 37 is a true and correct copy of a printout of the Facebook post and responses, which printout I personally confirmed with the assistance of a Mintz investigator fluent in Chinese accurately reflects the contents of that webpage on February 3, 2015, and certified translations of that printout.

**The Infringing TVpad Apps Available Through the TVpad Store Constitute a Significant Draw for Potential Customers of the TVpad Device**

61. Consistent with CNT’s advertising and promotional efforts, our investigation confirms that the Infringing TVpad Apps available through the TVpad Store—and the infringing CCTV and TVB television programming they stream—represent a significant draw for potential customers of the TVpad device.

62. Web posts by TVpad users on a variety of websites, including the TVpad Facebook page and CNT’s official fan forum, demonstrate that TVpad users are motivated to purchase and use the device to access infringing television programming from Asia, including CCTV and TVB television programming, without paying cable, satellite, or other subscription fees. For example:

a. As discussed in paragraphs 12-15 the Lau Declaration, Defendant Club TVpad, Inc. (“Club TVpad”) operates a discussion board (or “forum”) section on its website located at clubtvpad.com. On December 12, 2014, a TVpad user on the Club TVpad forum discussed the purchase of a TVpad4: “no big surprise. . . the thing I like: I can install the apk app. . . the channels change very fast . . . the thing I don’t like: live channels video and audio quality similar to tvpad3, bad.” The post includes screenshots of the TVpad4 interface with six Infringing TVpad Apps on it.

1           b.     On December 9, 2014, A TVpad user posted on the Club TVpad  
2 forum about an inaccurate rumor that “TVpad and TVB ha[d] signed an  
3 agreement.” The TVpad user speculated that such an agreement would  
4 “mean[] TVpad can now legitimately start selling TVpad with TVB content!!!  
5 That is great news!!!” Another user responded on December 10, 2014: “I  
6 agree with you and highly doubt if that’s true. I bet this will be the end of  
7 TVpad if they start collecting subscription fee on the same level as, if not more  
8 than, what TVB is charging for their TV Everywhere service in Europe. On  
9 the other hand, if there were an agreement, TVB will most likely request  
10 TVpad to stop streaming TVB contents on all existing TVpads (or request  
11 subscription fee), which will piss off every existing TVpad users [sic] who will  
12 never buy another TVpad again.”

13           c.     On February 24, 2014, in response to a posting about technical  
14 difficulties on CNT’s TVpad Facebook page, a customer complained that she  
15 “cannot watch TVB programs.. Over a week...please help.”

16           d.     In August 2012, a TVpad user posted a message on the  
17 TVpadfans.com forum entitled “TVpad, thank you for playing a role in our  
18 life.” The TVpad user wrote that TVpad had given him/her “tremendous  
19 delight” by providing access to many Chinese TV channels, including CCTV  
20 channels 1-5, which featured Chinese athletes during the London Olympic  
21 Games.

22 Attached hereto as Exhibit 38 are true and correct copies of printouts from these  
23 webpages containing these statements by TVpad users, which printouts I personally  
24 confirmed accurately reflect the contents of those webpages on February 10, 2015

25           63.     CNT’s promotional materials for the TVpad4 state that “Over millions  
26 of TVpad have been sold.” *See* Exhibit 9, at 2.

**CNT Targets the United States and Central District of California**

64. Our investigation also has revealed that CNT targets customers in the United States and the Central District of California and conducts significant business in both the Los Angeles area and across the United States.

65. CNT aggressively recruits new distributors in the United States and other regions of the world. For instance, on iTVpad.com, CNT states that “Creatent is ready to set up a worldwide distribution network with regional sole agents, desired to make TVpad a stronger brand around the world.” CNT further states that it has “set up sales & service outlets in over 40 countries (covering over 100 developed cities)” including the United States. CNT states that its “regional sole agents” will have exclusive territorial rights, “exclusive access to online marketing resources,” and “market promotion fund, materials and service supports.” *See* Exhibit 15.

66. On the same webpage of its website, CNT encourages those interested in becoming a TVpad distributor to consult with CNT by email or phone, submit a distributor application, pass CNT’s evaluation, and then sign a “Sole Agent Agreement” to become an authorized agent.

67. CNT’s website includes a Chinese-Language webpage that lists a number of existing authorized distributors around the world. There are fourteen authorized distributors listed for the United States, including one authorized distributor in Buena Park, California and another (Defendant Club TVpad) in Dublin, California. Attached hereto as Exhibit 39 is a true and correct copy of a printout of the Chinese-Language “Sales Channels” webpage from iTVpad.com, which printout I personally confirmed with the assistance of a Mintz investigator fluent in Chinese accurately reflects the contents of that webpage on February 3, 2015, and a certified translation of that printout.

68. According to records with the United States Patent & Trademark Office (“USPTO”), CNT has registered a United States trademark for TVPAD in International Class 9 for set-top boxes and other audio-visual goods and services.

1 CNT's application claimed a date of first use in commerce in the United States of  
2 June 21, 2011.

3 69. CNT also filed an Opposition before the United States Trademark Trial  
4 & Appeal Board ("TTAB") against a New Jersey company that attempted to register  
5 the mark TVPAD. In that proceeding, CNT claimed that "Since at least as early as  
6 October of 2011, Opposer has sold or distributed 'set-top boxes, computer terminals,  
7 monitors, electronic pads, computer hardware and computer peripherals' ... under  
8 the mark TVPAD ... in the United States." True and correct copies of printouts of  
9 select CNT filings with the USPTO and TTAB, referenced above, are attached hereto  
10 as Exhibit 40, which printouts I have personally confirmed accurately reflect records  
11 available on the USPTO website located at uspto.gov.


12 70. U.S. Customs records show that, during a nine-month period in 2013  
13 and 2014, CNT repeatedly shipped TVpad devices to a company known as YTC  
14 Summit International Inc. in Arcadia, California, in the Central District of California.  
15 According to customs abstracts obtained from Datamyne, a provider of trade data  
16 information, including data from U.S. Customs and Border Protection ("CBP") bills  
17 of lading records, during this nine-month period CNT made twelve shipments to  
18 YTC Summit containing a total of 1,414 cartons of set-top box devices and one  
19 shipment apparently containing set-top box accessories including remote controls  
20 power adapters and video cables. A true and correct copy of a spreadsheet of  
21 Datamyne abstracts of U.S. CBP records showing these shipments is attached hereto  
22 as Exhibit 41, which I personally generated using Datamyne's online database and a  
23 query for "Create New Technology." For readability, I have also included a copy of  
24 that spreadsheet truncated to the key spreadsheet columns in Exhibit 42. According  
25 to Google search engine "cached" webpages—copies made by Google so that  
26 webpages can be accessed more quickly—of e-commerce listings we have reviewed,  
27 there are 20 TVpad devices per shipping carton, which suggests that CNT shipped at  
28 least 28,280 TVpad devices to this single Central District of California address over

1 nine months. True and correct copies of printouts of Google cached e-commerce  
2 listing webpages showing the number of TVpad devices per carton are attached  
3 hereto as Exhibit 43, which printouts I personally confirmed on February 3, 2015  
4 accurately reflect the contents of Google's cached copies of those webpages.

5 71. Additionally, U.S. consumers may purchase TVpad devices directly  
6 from CNT on its iTVpad.com website. On December 4, 2014, Mintz investigators  
7 purchased a TVpad4 through CNT's website, which was shipped by CNT to a Mintz  
8 address in California, and then forwarded to Mr. Braak in New York for review.  
9 True and correct copies of printouts of the confirmation emails an investigator under  
10 my direction and control received and photographs of the shipping materials that  
11 accompanied the TVpad, which I personally confirmed to be true and accurate  
12 photographs, are attached hereto as Exhibit 44, with the street address and telephone  
13 number Mintz used for this investigation redacted because the redacted information  
14 reflects confidential and proprietary business information.

15  
16 I declare under penalty of perjury under the laws of the United States of  
17 America that the foregoing is true and correct.

18 Executed this 6 day of March 2015 in Washington, D.C.

19  
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21 Christopher Weil  
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**BRAAK DECLARATION**

**DECLARATION OF NICHOLAS BRAAK**

I, Nicholas Braak, declare as follows:

1. I am a licensed private investigator, and have worked as a computer forensics investigator for more than nine years. I am employed by the Mintz Group LLC (“Mintz”), a corporate research and investigations firm based in New York, with offices in Washington D.C., London, Hong Kong, Beijing, Nairobi, and six other cities throughout the world. I have worked for Mintz since January 2014. During my career in information security and digital forensics, I have participated in hundreds of investigations involving intellectual property rights, cybercrime, Internet forensics, and other matters. I make this declaration in support of Plaintiffs’ motion for a preliminary injunction. I have personal knowledge of the facts contained herein and, if called upon as a witness, I could and would testify competently about these facts, except for those matters stated expressly upon information and belief, which matters I believe to be true.

**Mintz’s Engagement by Plaintiffs**

2. Mintz has extensive experience conducting computer and Internet forensics investigations for a wide variety of clients in various types of matters, including intellectual property matters. In 2014, China Central Television (“CCTV”) and China International Communications Co., Ltd. (“CICC”) engaged Mintz to investigate a television set-top box device known as “TVpad” and the unlicensed international television programming accessible to U.S. consumers through the TVpad (the “TVpad Retransmission Service”). In July 2014, TVB Holdings (USA), Inc. (“TVB (USA)”) and DISH Network L.L.C. (“DISH”) joined CICC and CCTV in retaining Mintz for purposes of this investigation. (I will refer to CCTV, CICC, TVB (USA), and DISH collectively as “Plaintiffs”.) Our services have included forensic analysis of the TVpad device and the TVpad Retransmission Service, and investigation into the origin, distribution, and sale into and within the United States of the TVpad.

1           3. I managed the Internet forensic investigation for this matter and  
2 conducted research at the direction of Christopher Weil, the lead investigator. I  
3 personally have been involved with all of the activities described herein. I have  
4 personally viewed and tested, by the means described herein, each TVpad device our  
5 investigators purchased in the course of this investigation. I have personally viewed  
6 and caused to be recorded streamed content delivered by those devices.

7           4. The TVpad device is manufactured by Defendant Create New  
8 Technology (HK) Ltd. (“CNT”). The TVpad delivers television programming to  
9 customers through the Internet without customers paying subscription fees to an  
10 authorized cable, satellite, or other television services provider. Rather, users  
11 purchase the TVpad for a price ranging from \$199-\$299. Users then connect the  
12 TVpad to their broadband Internet service and connect the device to their television  
13 with a cable. When the TVpad device is connected to the Internet, software  
14 applications or “apps”<sup>1</sup> available through the device’s “TVpad Store” permit users to  
15 view streaming<sup>2</sup> video programs on their televisions. In particular, the TVpad allows  
16 viewers to watch television programs that are broadcast in mainland China, Hong  
17 Kong, Korea, and other countries in Asia.

18           5. As discussed below, a number of apps available through the TVpad  
19 Store allow users in the United States to view Chinese-language television programs  
20 broadcast by CCTV in mainland China and broadcast by TVB (USA)’s Hong Kong-  
21 based parent company Television Broadcasts Limited (“TVB”) in Hong Kong and  
22 Taiwan. I am informed by my clients that none of the Plaintiffs authorize any parties  
23  
24

25 \_\_\_\_\_  
26 <sup>1</sup> An “app” is a small, specialized software program, often downloaded onto a mobile  
device or computer.

27 <sup>2</sup> “Streaming” refers to a method of transmitting or receiving data (especially video  
28 and audio material) over a computer network as a steady, continuous flow, allowing  
playback to proceed while subsequent data is being received.

1 to provide their television programming to consumers in the United States through  
2 the TVpad device or TVpad Retransmission Service.

3 6. We forensically tested TVpad devices and TVpad apps to understand the  
4 operation of the device, the functioning of TVpad apps, and the source of infringing  
5 video streams of TVB and CCTV programming. I personally conducted this forensic  
6 examination.

7 **Summary of Key Investigative Findings**

8 7. The TVpad is a set-top box designed to deliver video content. The  
9 TVpad, as distinct from cable television and satellite television boxes, delivers video  
10 content over the Internet.

11 8. The TVpad device delivers this content by means of individual apps that  
12 users download with one click of their remote control from the “TVpad Store”  
13 interface on the TVpad device. Many of TVpad’s most popular and most heavily  
14 promoted apps are designed to stream CCTV and TVB copyrighted television  
15 programming to users of the TVpad (the “Infringing TVpad Apps”). Through our  
16 investigation, we identified a total of 15 of these Infringing TVpad Apps across two  
17 models of the TVpad device. The Infringing TVpad Apps stream infringing content  
18 to users via four different streaming modes: “live” streaming, “time-shifted”  
19 streaming, and two forms of “video-on-demand” streaming.

20 9. The TVpad Store is designed to promote the Infringing TVpad Apps and  
21 make them easy to locate and install. CNT appears to exert total control over which  
22 apps are featured on the TVpad Store, and appears to control the servers from which  
23 apps are downloaded to TVpad devices.

24 10. Our forensic testing of the Infringing TVpad Apps revealed the  
25 following:

- 26 a. Live Streaming Apps: Those Infringing TVpad Apps that stream  
27 CCTV and TVB television programs “live,” *i.e.*, at the same time  
28 they are broadcast in Asia, do so by means of a “peer-to-peer”

1 network, in which TVpad users not only receive the television  
2 programs but also simultaneously retransmit those programs to many  
3 other TVpad users. These Infringing TVpad Apps also make use of  
4 commercial servers to stream live content to TVpad users.

- 5 b. Video-on-Demand Apps: Those Infringing TVpad Apps that make  
6 TVB and CCTV programs available in video-on-demand format do  
7 so by streaming programs to TVpad users directly from commercial  
8 servers in the United States and elsewhere. Our investigation reveals  
9 that these servers contain digital copies of the television programs  
10 that are streamed to TVpad users.
- 11 c. Time-Shifted Apps: Some of the Infringing TVpad Apps stream  
12 CCTV and TVB programs to TVpad users in the United States about  
13 12 hours after the programs are first broadcast in Asia. These “time-  
14 shifted” apps stream programs to TVpad users using both  
15 commercial servers as well as a peer-to-peer network in which each  
16 TVpad user retransmits programs to many other TVpad users.
- 17 d. Replay Live Apps: Lastly, some of the Infringing TVpad Apps allow  
18 TVpad users to select for viewing, through a menu system, specific  
19 recorded programming for a specific time frame, such as the past  
20 three days. These “replay live” apps function in the same way as the  
21 infringing video-on-demand apps: They stream CCTV and TVB  
22 programs to TVpad users directly from commercial servers and those  
23 servers contain copies of the television programs that are streamed to  
24 TVpad users.

25 11. Regardless of the mode it employs (live, video-on-demand, time-shifted,  
26 or replay live), each of the Infringing TVpad Apps communicates on a continuous  
27 basis with a network of servers set up to ensure constant delivery of video content.  
28 We have identified numerous leased commercial servers used to facilitate the



1 activities of the Infringing TVpad Apps. Many of these servers are located in the  
2 United States, including in Southern California.

3 **General Overview of TVpad Technology and Network**

4 12. Before setting forth in detail the results of our forensics review of the  
5 TVpad technology, I will briefly describe the general architecture of the TVpad  
6 device and network, based on our investigation.

7 ***The TVpad Device***

8 13. The TVpad is an Internet-connected set-top box device with an  
9 operating system based on Google's Android mobile operating system, which is used  
10 in conjunction with a television or other video monitor. The TVpad is marketed and  
11 used to deliver OTT video content. As such, TVpad is similar to Apple TV or the  
12 Roku Streaming Player, both of which are set-top boxes that deliver OTT video  
13 content. TVpad is different, however, because it delivers OTT video content—  
14 including CCTV and TVB programs—without the authorization of content owners.  
15 The models of the TVpad that are currently being sold are the TVpad3 and TVpad4.  
16 A detailed discussion of the TVpad device can be found below at Paragraphs 18 – 36.


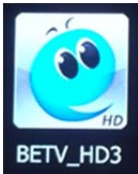
17 ***The TVpad Store***

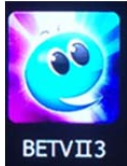
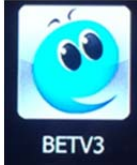


18 14. The TVpad Store is an embedded software application that acts as a user  
19 interface for the TVpad device; its primary function is to allow users to select and  
20 download apps onto the TVpad. The word "Store" is a misnomer, as all of the  
21 Infringing TVpad Apps we have tested are available free of charge. The TVpad Store  
22 is organized into categories, with each Infringing TVpad App represented by a  
23 graphic icon, allowing users to easily find a specific app they may want to use, and to  
24 download and install the app simply by clicking on the icon. When apps are  
25 downloaded from the TVpad Store, they then reside on the TVpad device and can be  
26 accessed directly by the user by clicking the corresponding icon. A detailed  
27 discussion of the TVpad Store, as it appears on the TVpad3 and TVpad4 devices, can  
28 be found below at Paragraphs 37 – 50.


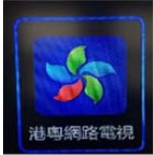


### *The Infringing TVpad Apps*





15. For each of the Infringing TVpad Apps that stream CCTV and TVB programs, the user interface on the TVpad resembles an onscreen television program guide. The Infringing TVpad App displays a list of channels or, for video-on-demand, a list of particular programs. A user selects a particular channel or program and the content begins streaming. A detailed discussion of the operation of the Infringing TVpad Apps is found below at Paragraphs 52 – 63.

16. In consultation with CICC, CCTV, and TVB (USA) and through investigators fluent in Mandarin and Cantonese, I have identified the following Infringing TVpad Apps that stream CCTV and TVB programming:


	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
<p>BETV PLUS</p> 		<p>CCTV 1 (live &amp; replay live), CCTV 2 (live), CCTV 3 (live &amp; replay live), CCTV 4 (live &amp; replay live), CCTV6 (live &amp; replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live &amp; replay live), CCTV14 (live &amp; replay live)</p>
<p>BETV_HD</p> 	<p>CCTV 1 HD (live), CCTV 5 HD (live)</p>	

		TVpad3	TVpad4
	Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
1 2 3 4 5 6 7 8 9 10 11 12	<p>BETV II</p> 	<p>CCTV 1 (live &amp; replay live), CCTV 2 (live), CCTV 3 (live &amp; replay live), CCTV 4 (live &amp; replay live), CCTV 5 (live &amp; replay live), CCTV 5+ (live), CCTV6 (live &amp; replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live &amp; replay live), CCTV14 (live &amp; replay live), CCTV风云 足球 (CCTV fengyun soccer) (live)</p>	
13 14 15 16 17	<p>BETV</p> 	<p>CCTV 1, CCTV 2, CCTV 3, CCTV 4, CCTV 5+, CCTV6, CCTV 10, CCTV 11, CCTV12, CCTV13, CCTV14, CCTV风云 足球 (CCTV fengyun soccer) (all live)</p>	
18 19 20 21 22	<p>粵海時移 (Yue Hai Shi Yi)</p> 	<p>JADE HD, JADE (both time- shifted by 12 hours)</p>	<p>JADE HD, JADE (both time- shifted by 12 hours)</p>
23 24 25 26 27 28	<p>粵海寬頻 (Yue Hai Kuan Pin)</p> 	<p>JADE HD, JADE HD, J2, JADE, PEARL, iNews (all live)</p>	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
<p>粵海寬頻2 (Yue Hai Kuan Pin 2)</p> 	JADE HD, JADE, J2 (Live and replay live) PEARL, iNews (live)	
<p>港粵網絡電視 (Gang Yue Wang Luo Dian Shi)</p> 	<p>JADE HD, JADE, J2 (live and replay live); PEARL, iNews (live)</p> <p>TVB programs on demand</p>	<p>JADE HD, JADE, J2, PEARL (live and replay live); iNews (live)</p> <p>TVB programs on demand</p>
<p>粵海直播 (Yue Hai Zhi Bo)</p> 	iNews, J2, PEARL, JADE, JADE HD (live)	
<p>516TV</p> 	TVBS (live)	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
<p>516網路電視 (516 Online TV)</p> 	<p>CCTV4 (live) TVBS (live)</p>	<p>CCTV4 (live) TVBS (live) TVBS News (live)</p>
<p>HITV</p> 	<p>JADE HD, J2, JADE, PEARL, iNews (live)</p>	
<p>体育online (Sport Online)</p> 	<p>CCTV 1, CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer) (all live)</p>	<p>CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer), CCTV 高尔夫. 网球 (CCTV Golf/ Tennis) (all live)</p>
<p>港粤快看 (Gang Yue Kuai Kan)</p> 	<p>TVB programs on demand</p>	



	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
港台武俠(Gang Tai Wu Xia) 	TVB programs on demand	TVB programs on demand

### *The TVpad Retransmission Service*

17. Distribution of video content to TVpad devices in the U.S. takes place through a large network of dedicated computer servers both here and overseas. Some of these servers perform administrative functions, such as authenticating a device as an “official” TVpad when it is first initialized. The same servers also facilitate downloading of the various Infringing TVpad Apps by TVpad users. The same and/or different servers then provide video or other content to those Infringing TVpad Apps, including streaming live video content. Still other servers store digital copies of CCTV and TVB programs for Infringing TVpad Apps that provide video-on-demand playback. Because the Infringing TVpad Apps deliver programming originally broadcast in mainland China and Hong Kong, there also must be computers in or near the broadcast origination points that capture and convert the broadcasts and then deliver them to the servers that relay the programming to TVpad devices. That is, someone is using a video capture device to convert a broadcast signal for each CCTV and TVB channel in China into digital video data that is then placed on an originating computer and streamed through a server network and/or a peer-to-peer network to TVpads in the U.S.—thereby allowing live video content to stream to U.S. TVpad users within moments after it is broadcast in Asia. Attached

1 hereto as Exhibit 45 is a list of leased U.S. commercial servers that I personally  
2 observed are involved in the operation of the TVpad Retransmission Service.

3 **Detailed Review of TVpad Operation**

4 18. Based on publicly available information, there have been several  
5 “generations” of the TVpad, as described in the accompanying Weil Declaration at  
6 Paragraph 17. The TVpad4 (M418) is the current model, and the older TVpad3  
7 (M358) is still being sold by some distributors.

8 ***Purchases of the TVpad Device***

9 19. We ordered one TVpad3 device from an Amazon Marketplace seller. As  
10 shipped and as shown in the photographs below that I took of the packaging, the  
11 TVpad arrived packaged in a white retail box, the underside of which reads  
12 “Manufacturer: CREATE NEW TECHNOLOGY (HK) LIMITED,” and contains a  
13 serial number and a unique “MAC” address, which is used for locating the TVpad  
14 device on a network:



22 **TVpad3 Packaging (Front)**



23 **TVpad3 Packaging (Underside)**

24 20. The TVpad package we received contained instruction documents, a  
25 TVpad3 set-top box device, a remote control, a USB cord to supply power (along  
26 with a USB-to-2 prong AC power plug adapter), an HDMI cable for transmitting  
27 video and audio signals to a television, and RCA audio/video cables for transmitting  
28 the same. From April 18, 2014 to early December 2014, we performed extensive

1 forensic testing on this device and other TVpad3 devices that Mintz investigators  
2 purchased from U.S. TVpad distributors (*see* Paragraphs 64 – 73 below).

3 21. On December 1, 2014, CNT announced the release of a new model, the  
4 TVpad4 (M418).<sup>3</sup> Shortly thereafter, we purchased a TVpad4, GCN edition, directly  
5 from CNT through its website. Although the packaging of the TVpad4 differed from  
6 the TVpad3, the accessories were similar. We undertook forensic testing of the  
7 TVpad4 to identify any material technical differences between that device and the  
8 TVpad3. Below is a photograph I took of the TVpad4 device that we examined  
9 forensically:



10  
11  
12  
13  
14  
15  
16  
17  
18 TVpad4 Set-Top Box

19  
20 ***Forensic Analysis of TVpad Initialization, Authentication, and Operation***

21 22. We performed forensics on the TVpad devices using “packet capture”  
22 software that monitors data communications to and from a networked device, and  
23 documented our work using “video screen capture” software. My descriptions of the  
24

25  
26 <sup>3</sup> After we purchased the TVpad4 device, CNT began advertising two editions of the  
27 TVpad4: One that makes available apps that stream Mandarin-language television  
28 programming for \$199 (the CN edition), and one that makes available apps that  
stream television programming from Hong Kong, Taiwan, and mainland China for  
\$299 (the GCN edition). *See* Weil Decl. ¶ 18.

1 TVpad's operation are based on this forensic testing. I personally captured all of the  
2 images below of TVpad screen displays. Attached hereto as Exhibit 46 are true and  
3 correct, full-sized copies of those screen display images.

4 23. Our testing confirmed that the TVpad4 device and network function  
5 similarly to that of the TVpad3, although some of the underlying architecture has  
6 changed. In this declaration, references to the TVpad will be to both models, unless  
7 otherwise specified.

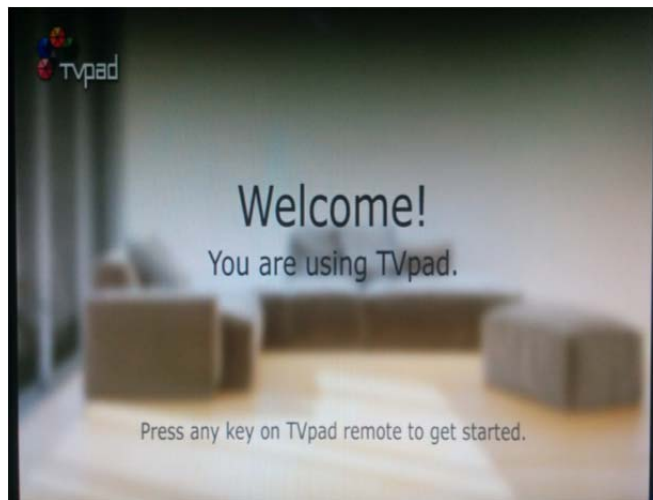
8 24. Our analysis of the TVpad device revealed that once the TVpad has  
9 been connected to the Internet, but before the user performs any actions with the  
10 device, the device automatically performs Internet domain name server (DNS)  
11 lookups, in order to locate one or more servers with which it needs to communicate  
12 in order to properly authenticate itself as a valid TVpad ("DNS Lookup Servers").  
13 The device then contacts the identified servers and authenticates itself by sending  
14 unique identifying information to that server ("Authentication Servers"). *See*  
15 Exhibit 45 (list of U.S. servers involved in TVpad operations, including the DNS  
16 Lookup Servers and Authentication Servers).

17 25. Our forensic analysis demonstrated that the TVpad then automatically  
18 downloads operational support content such as the TVpad Store menu of apps and  
19 thumbnail graphic images (icons) for those apps, from another set of servers (the  
20 "TVpad Store Servers"). *See* Exhibit 45. The device regularly contacts the TVpad  
21 Store Servers to update the contents of the TVpad Store. While the TVpad device is  
22 in operation, it also contacts a number of different leased commercial servers for  
23 operational assistance and content (the "Operational Servers"). *See* Exhibit 45.

24 26. When users download Infringing TVpad Apps from the TVpad Store for  
25 installation to their TVpad devices, those apps are downloaded from the TVpad Store  
26 Servers. During operation of the Infringing TVpad Apps, those Apps download  
27 operational content such as program guides and thumbnail graphics from certain of  
28 the TVpad Operational Servers.

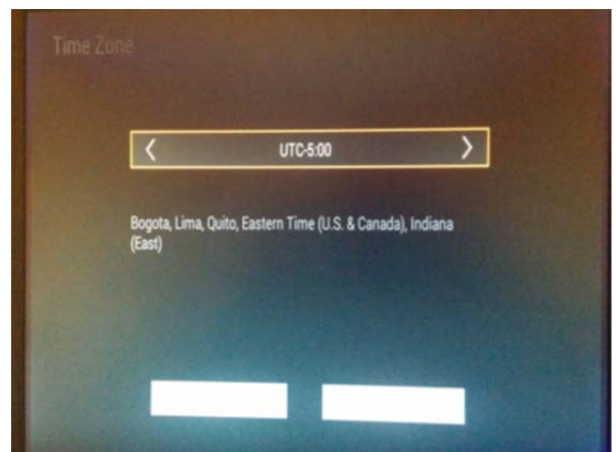
### *Initial Onscreen Displays*

27. Once the TVpad is connected to a television or other video monitor and turned on, and the above automatic functions occur, a welcome screen appears:



TVpad4 Welcome Screen

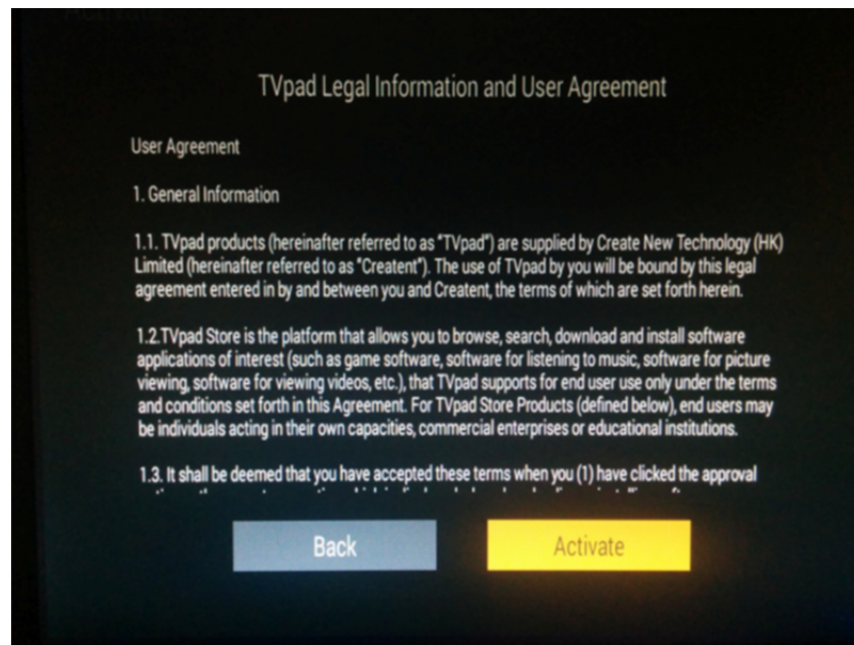
28. Next, onscreen prompts appear requiring a user (a) to select the language the device will use for menus and to display text, and (b) to set the time zone:



TVpad4 User Settings Screens

29. After selecting a few additional technical settings, depending on the model, the user is then prompted to read and accept mandatory terms of service (titled "TVpad Legal Information and User Agreement"):





The TVpad4 User Agreement Screen

30. Among other things, the TVpad Legal Information and User Agreement states:

“1.1. TVpad products (hereinafter referred to as “TVpad”) are supplied by Create New Technology (Hong Kong) Limited (hereinafter referred to as “CNT”).

\* \* \*

1.2. TVpad Store is the platform that allows you to browse, search, download and install software applications of interest . . . that TVpad supports.

. . .

\* \* \*

3.1.1. CNT does not recommend software applications other than those provided through the TVpad Store be installed into the TVpad. If user installs any software application not provided through the TVpad Store into the TVpad, the user herein agrees to be responsible and to assume all risks and liabilities resulted from the installation and use of the software application.

\* \* \*

3.2. You agree not to access (or try to access) TVpad in any ways other than through the interface provided by CNT, unless otherwise specifically permitted by the separate agreement between you and CNT. You shall agree not to access (or try to access) TVpad in any automatic ways (including script, crawlers or similar techniques), and ensure to comply with instructions (in electronic and/or written form) provided with the TVpad.

\* \* \*

3.8. CNT reserves the right to preview, examine, report, filter, modify, refuse or delete any or all software applications in the TVpad Store . . .

3.9. You agree that the TVpad product, the TVpad Store, the Products accessible through the TVpad Store, contain proprietary information and material . . . that is owned by CNT and/or the Publishers of the Products . . .

3.10. Notwithstanding any other provision of this Agreement, CNT and the Publishers reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials accessible through the TVpad Store at any time without notice.

\* \* \*

7.4. . . . CNT reserves the right to modify, suspend, or discontinue the TVpad Store (or any part or content thereof) at any time with or without notice to you.”

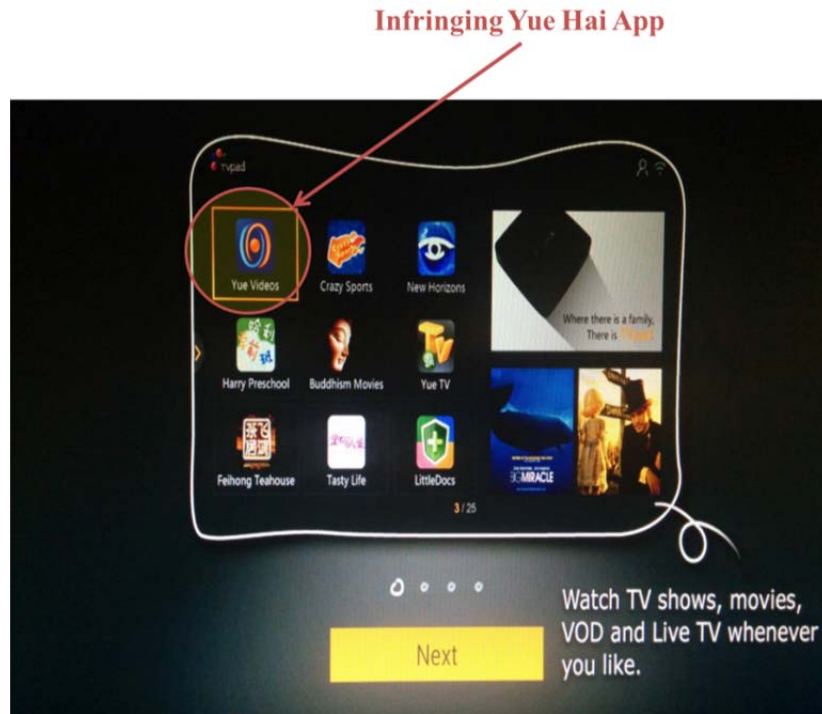
Attached hereto as Exhibit 47 are true and correct photographs of the TVpad Legal Information and User Agreement as displayed on the TVpad3, which I personally captured.

31. After the user accepts the terms of use, on the TVpad4 a series of four promotional screens appear as a slideshow on the device.<sup>4</sup> The first promotional

---

<sup>4</sup> This slideshow does not appear on the TVpad3 device.

slide displays several apps with the caption “Watch TV shows, movies, VOD and Live TV whenever you like.”



Promotional Screen No. 1

Notably, this first promotional slide features an icon for what appears to be a version of one of the “Yue Hai” Infringing TVpad Apps.

32. The second promotional slide on the TVpad device promotes “Massive apps for your choice.”



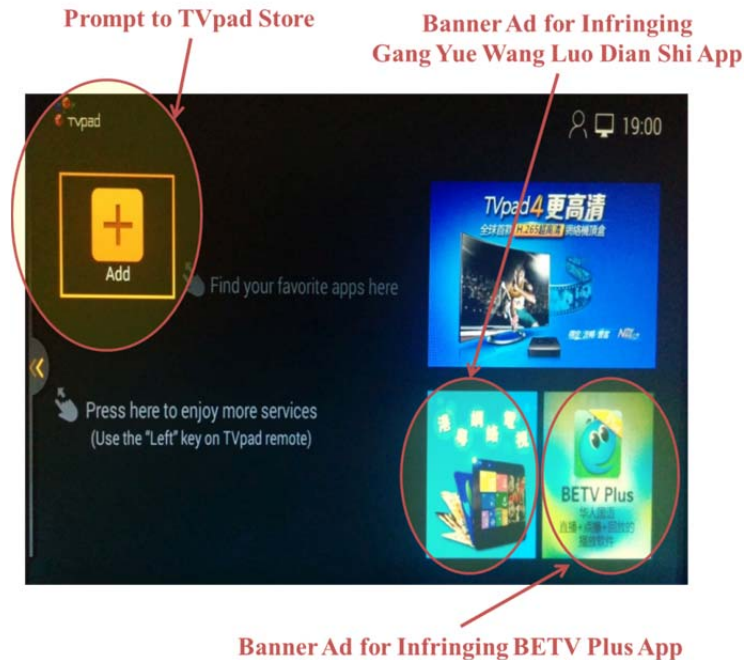
Promotional Screen No. 2

This promotional slide features an icon for a "516" app, one of the Infringing TVpad Apps.

33. On both the TVpad3 and TVpad4, a menu screen for the device appears next; this screen is the device's primary or "home" screen. For the TVpad3, this contains a menu bar on the left side that a user can use to navigate to the "TVpad Store," "My TVpad,"<sup>5</sup> and "Settings." For the TVpad4, the menu screen has a hidden menu bar on the left with the same three options, and an onscreen button (denoted by a plus symbol) that provides a shortcut to the TVpad Store. The TVpad4 menu screen also includes three promotional banners or advertisements. The TVpad4 menu screen, as of January 13, 2015, included a banner advertisement promoting the Gang Yue Wang Luo Dian Shi Infringing TVpad App, and a banner advertisement promoting the BETV Plus Infringing TVpad App. Attached hereto as Exhibit 48 is a true and correct copy of an image of the TVpad4 menu screen, as of January 13, 2015, displaying these two banners advertisements (along with a third banner

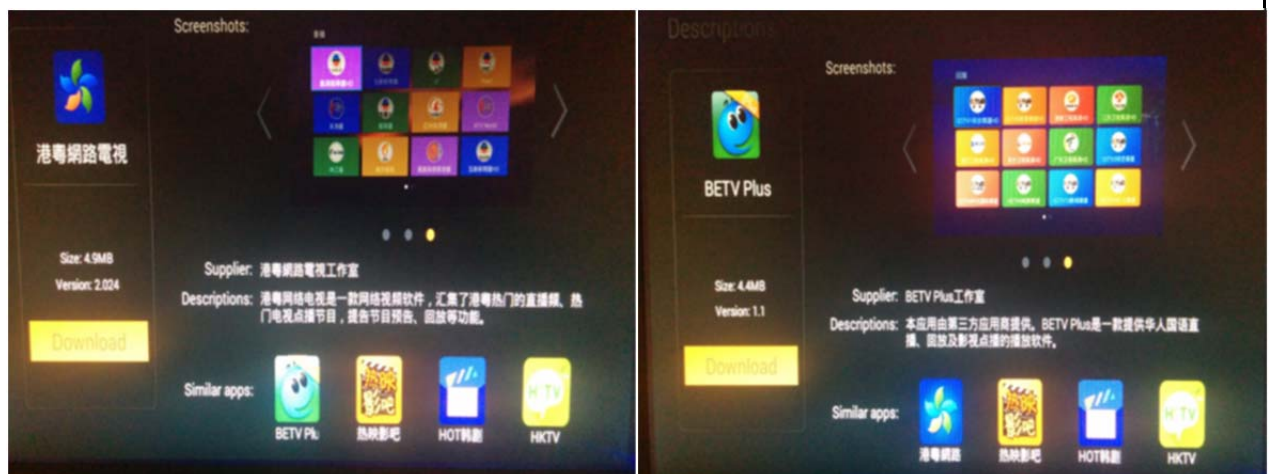
<sup>5</sup> Selecting the "My TVpad" option takes a user to a user account screen.

advertisement touting the TVpad device itself), which I personally captured, and a certified translation of these two banner advertisements.<sup>6</sup>



The TVpad4 Menu Screen

34. Clicking on the Gang Yue Wang Luo Dian Shi banner ad or the BETV Plus banner ad takes the user directly to the download page for the respective Infringing TVpad App, bypassing the TVpad Store home page:



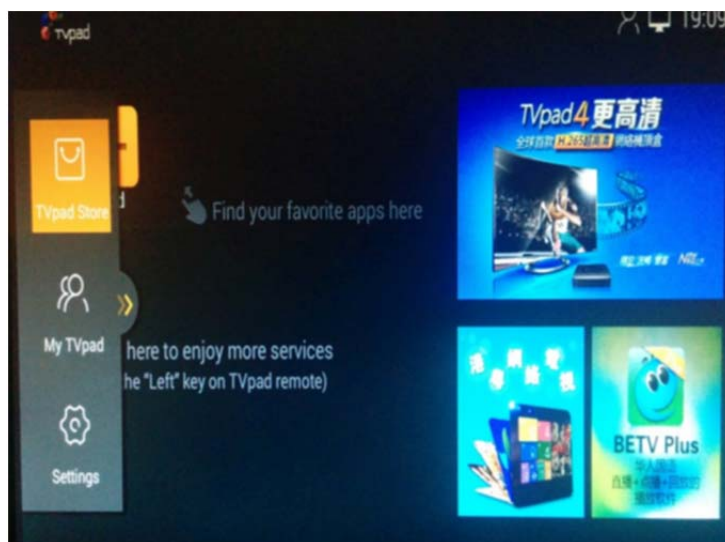
Gang Yue Wang Luo Dian Shi  
Download Page

BETV Plus Download Page

<sup>6</sup> The BETV Plus banner ad contains Chinese language characters that I understand expressly state that the app provides live, VOD and replay live streaming.



35. To reach the TVpad Store, a user can click on the shortcut button on the TVpad4 screen, or use the menu button on the left side of the menu screen on either model of the device:



TVpad4 Menu Screen With Menu Bar Revealed

36. Although the TVpad Store functions similarly on the TVpad3 and the TVpad4, the apps available in the Store, and how the apps are organized, differ. I discuss the organization of the TVpad Store for each model of the device separately, below.

### ***The TVpad Store on the TVpad3 Device***

37. On the TVpad3, the left side of the home screen of the TVpad Store displays a menu bar that provides several optional views: “Hot,” a list of popular apps; “App Category,” a list of apps by type (such as “Live TV” and “TV Dramas”); “Search,” a tool to find apps by name; and “App Manager,” a tool to manage installed apps. When the TVpad user accesses the TVpad Store for the first time, the user automatically sees pre-selected app icons labeled “New Apps” and “Hot Apps” on the screen, in two rows on the right side of the screen:



TVpad Store Home Screen (TVpad3)

In the example above from May 13, 2014, the Infringing TVpad Apps BETV II, BETV\_HD, and Sport Online were listed as “New Apps.”

38. When I selected “App Category” on the TVpad 3 device, I observed several Infringing TVpad Apps on the right two-thirds of the screen:



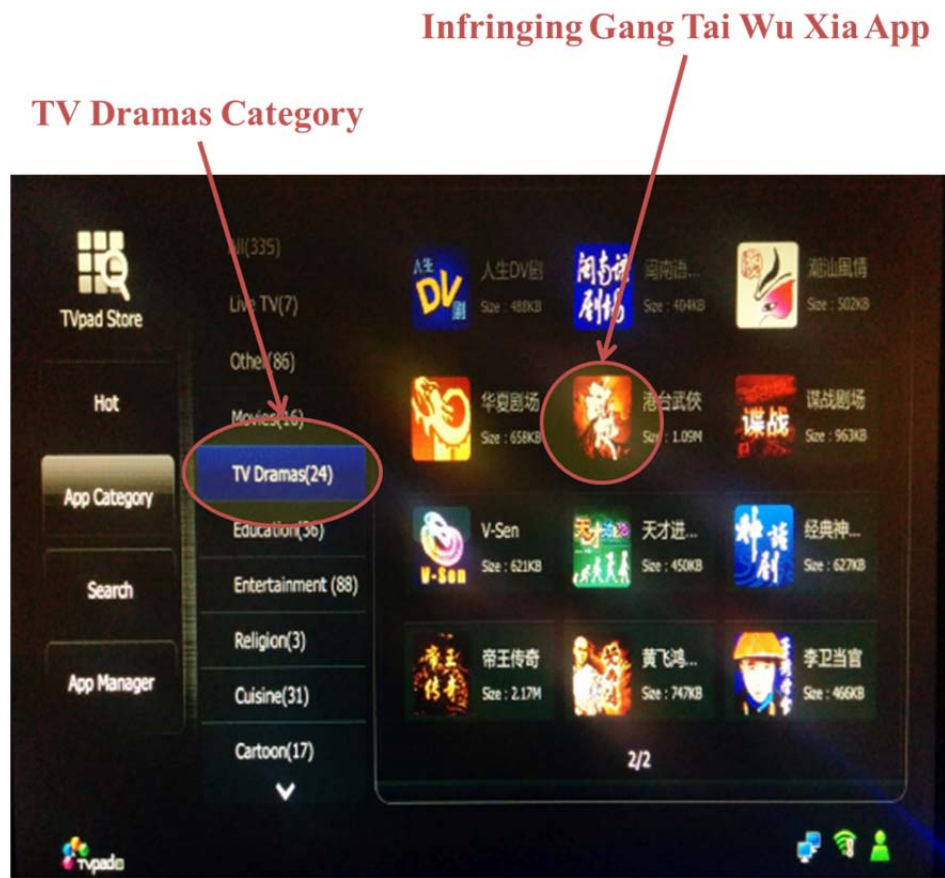
TVpad Store with “App Category” Selected (TVpad3)

39. When I selected the “Live TV” category in the TVpad Store on the TVpad3, I observed the following Infringing TVpad Apps: BETV, BETV HD, BETV II, Sport Online, and 516.



TVpad Store with the “Live TV” Category Selected (TVpad3)

40. Similarly, when I selected the “TV Dramas” category in the TVpad Store on the TVpad3, I observed the Gang Tai Wu Xia app, an Infringing TVpad App that streams TVB Kung Fu dramas in video-on-demand mode.



TVpad Store with the “TV Dramas” Category Selected (TVpad3)

41. By selecting an app from the TVpad Store and then pressing OK on the remote control, a user may download Infringing TVpad Apps free of charge. For example, during our testing of the TVpad3, we downloaded and installed the following Infringing TVpad Apps: BETV, BETVII, BETVHD, 516, and Sport Online, as well as the N+ app, discussed in Paragraphs 44-45 below. Our testing showed that for each app we selected for installation, the app was downloaded from the same TVpad Store Servers from which the TVpad device had automatically downloaded the TVpad Store menu of apps and app icons (*see* Paragraph 26 above; *see also* Exhibit 45).



42. Examples of user interfaces of Infringing TVpad Apps appear below:

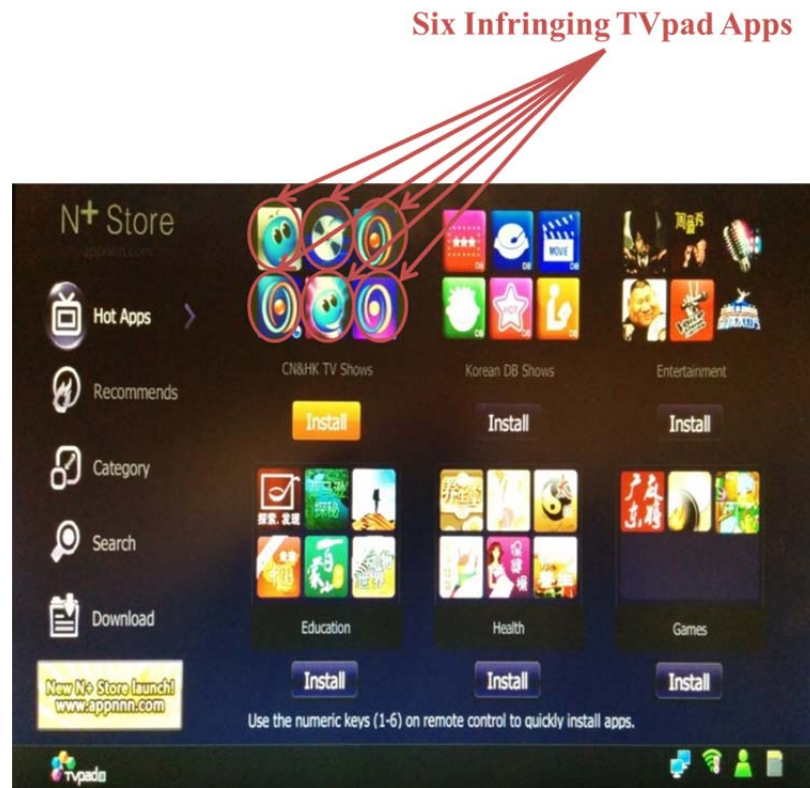


BETV Live TV Mode Menu

BETV Replay Live Mode Menu

43. Initiating a download of a particular Infringing TVpad App does not produce onscreen prompts requiring a user to review any terms and conditions for the app itself. We also did not observe and were unable to locate, for any Infringing TVpad App we downloaded, any information provided within the app or anywhere else (including online) that adequately identify the owner, creator, or distributor of such app.

44. One particular app available in the TVpad Store on the TVpad3 model merits further explanation. The app called “N+” is itself another “store” offering multiple infringing apps for free download. The user interface of this “N+ Store” resembles the user interface of the TVpad Store, displaying a menu bar that provides users with several different optional views: “Hot Apps,” a list of popular TVpad Apps available through the N+ app store; “Recommends,” a list of recommended apps; “Search;” and “Download.” The TVpad3 device shows the N+ store on the TVpad user’s television screen, with the default “Hot Apps” category appearing first, as follows:



N+ App Interface on TVpad3

When I opened the N+ Store app on the TVpad3 device, I observed icons for the following Infringing TVpad Apps (as shown in the above image): BETV, Gang Yue Kuai Kan, Yue Hai Kuan Pin, Yue Hai Shi Yi, BETVII, and Yue Hai Kuan Pin 2.

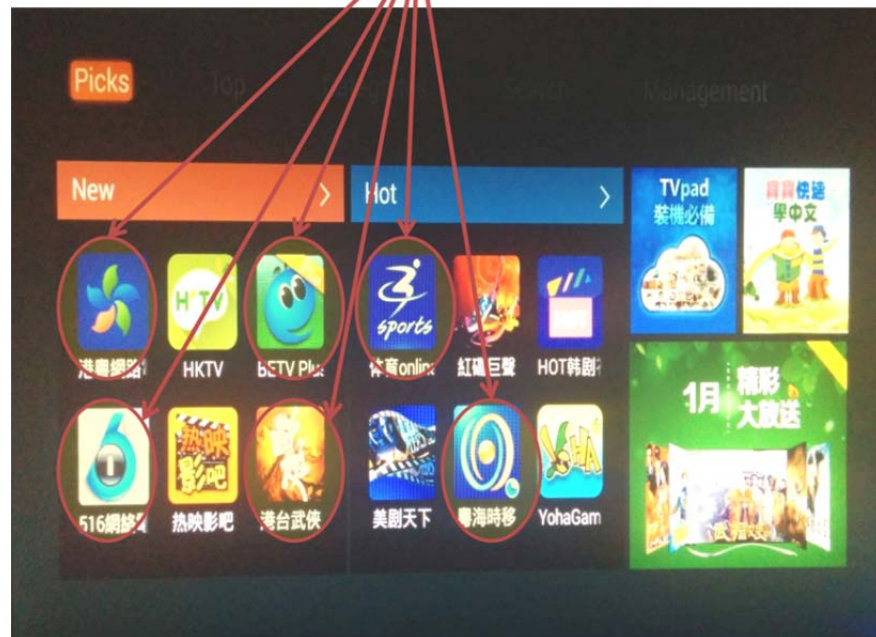
45. A user may download individual TVpad apps or entire TVpad app collections using the N+ Store. Notably, the Hot Apps option on the N+ store includes a collection of Infringing TVpad Apps titled “CN&HK TV Shows”, which I interpreted to mean “Chinese and Hong Kong TV Shows”. During our testing, we downloaded the “CN&HK TV Shows” collection from the N+ Store, which resulted in installation on the TVpad3 device of the following Infringing TVpad Apps: BETV, BETVII, Yue Hai Kuan Pin 23, Yue Hai Shi Yi 3, Yue Hai Kuan Pin 3, and Gang Yue Kuai Kan.



### *The TVpad Store on the TVpad4 Device*

46. The home screen on the TVpad4 has a menu bar at the top of the screen that contains the following options: “Picks”, “Top”, “Categories”, “Search”, and “Management.” The selected option is highlighted, and the others are dimmed.

**Six Infringing TVpad Apps**



Home Screen of TVpad Store on TVpad4 (“Picks” Selected)

The home screen of the TVpad4 defaults to the “Picks” option, and this screen automatically shows icons under “New” and “Hot” categories of apps, just as on the home screen of the TVpad Store on the TVpad3 but arranged in blocks of six icons. When I opened the home screen on the TVpad4, I observed the following six Infringing TVpad Apps (shown in the image above): Gang Yue Wang Luo Dian Shi, BETV Plus, 516 Online TV, Sports Online, Gang Tai Wu Xia, and Yue Hai Shi Yi.

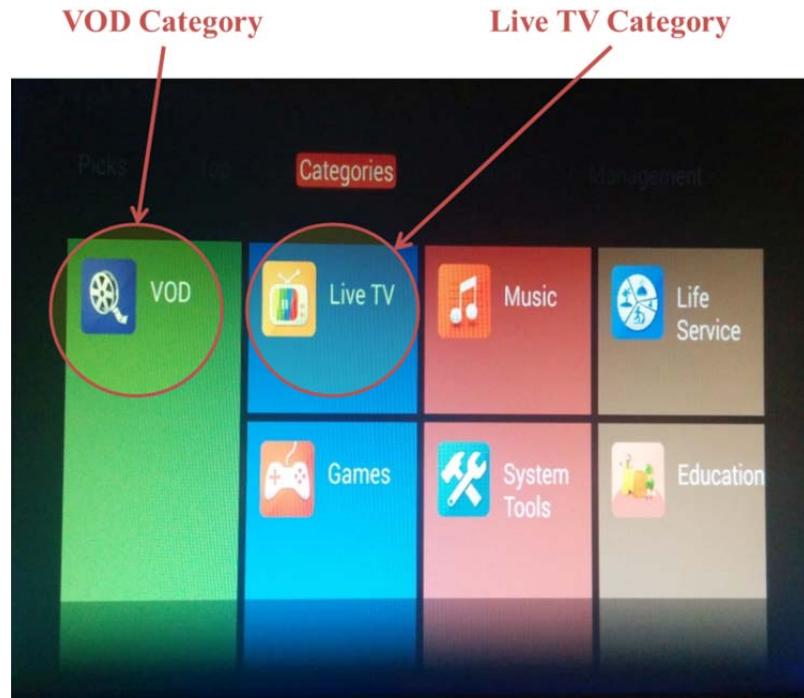
47. Selecting the “Top” option yields another screen with what appear to be curated app selections, divided into “Apps” and “Games”:



“Top” Screen on TVpad Store (TVpad4)

The above image shows two Infringing TVpad Apps under the “Apps” category: Gang Yue Wang Luo Dian Shi and BETV Plus.

48. Selecting the “Categories” option yields a screen with seven app categories, including “VOD” and “Live TV”:



“Categories” Screen on TVpad Store (TVpad4)

Clicking on a particular category takes a user to a screen or series of screens displaying multiple apps for the selected category.

49. When I viewed the first screen of the VOD category, I observed three Infringing TVpad Apps (shown in the image below): the Gang Yue Wang Luo Dian Shi, BETV Plus, and Gang Tai Wu Xia apps.



First Screen in “VOD” Category in TVpad Store (TVpad4)

50. Similarly, when I selected the “Live TV” category in the TVpad Store on the TVpad4, I observed three Infringing TVpad Apps on the first screen:



First Screen in “Live TV” Category in TVpad Store (TVpad4)

The Infringing TVpad Apps that appear on this screen are the 516 Online TV, Sports Online, and Yue Hai Shi Yi apps.

### ***No Procedures for Reporting Infringement***

51. On both the TVpad3 and TVpad4, the TVpad Store has no posted policy or statement instructing users how to report activity that they believe infringes copyrights. Nor are there any informal procedures or mechanisms (such as a “Report This App” button) that would enable users of the TVpad device to report activity that they believe infringes copyrights. Based on information available on the United States Copyright Office’s website, I have determined that CNT has not appointed an agent to receive notifications of claimed copyright infringement relating to the TVpad Store.



**Methods by Which Infringing TVpad Apps Stream CCTV and TVB Programs**

52. My forensics investigation showed that Infringing TVpad Apps stream CCTV and TVB programming through four modes familiar to users of contemporary cable and satellite television set-top boxes. As noted above, these modes deliver:

- live television programming as it is broadcast, subject to minor delay due to the video capture and streaming process (“Live TV Mode”);
- time-delayed live television programming, such that programming is streamed around the same time of day in the U.S. as it originally aired in China, depending on respective time zones (“Time-Shifted Mode”);
- specific recorded programming chosen through a menu system, often known as video-on-demand (“VOD Mode”); and
- specific recorded programming chosen through a menu system for a specific time frame, such as the last three days (“Replay Live Mode”).

***TVpad Live Television Mode: Peer-to-Peer Streaming***

53. The live television video data streamed through Infringing TVpad Apps in Live TV Mode is delivered to TVpad users through a peer-to-peer network. In Live TV Mode, each TVpad user connects to a group of many other TVpad users, and receives data from those peers that is assembled to view video. That TVpad user, in turn, transmits data out to numerous other TVpad users to perpetuate the peer-to-peer network. In other words, TVpad users who use Infringing TVpad Apps to watch live CCTV and TVB programming not only receive that programming, but also simultaneously retransmit that programming to large numbers of other TVpad users in the United States and elsewhere.

54. Our investigation showed that, in addition to transmitting and receiving content from other TVpads, Infringing TVpad Apps in Live TV Mode also connect to a set of leased commercial servers that the apps treat as peers (“Live TV Servers”).



1 These Live TV Servers also stream content to the TVpad devices, presumably to add  
2 stability to the peer-to-peer network, especially when few TVpad peers are online. A  
3 number of these Live TV Servers are located in the United States, including Los  
4 Angeles, California. *See* Exhibit 45 (list of U.S. servers).

5 55. In the case of the TVpad4, when operating in Live TV Mode, each  
6 TVpad “peer” communicates with an unknown central server on the public Internet  
7 that learns and manages the peers’ IP addresses and methods needed for the peers to  
8 find each other and to act as upload points. In the case of the TVpad3, Infringing  
9 TVpad Apps in Live TV Mode retrieve an encrypted file (from a server on the  
10 SopCast P2P network at sopserv.com), readable only by TVpad Live TV apps, that  
11 provides locations in the peer-to-peer network so that the Live TV Apps can establish  
12 connections to peers.

13 56. Although the peer-to-peer network utilized by the Infringing TVpad  
14 Apps in Live TV Mode exists on the “open” Internet, these Apps make use of a  
15 private network of TVpad device peers, each of which must be authenticated by  
16 central servers in order to operate on the network (the “TVpad Peer-to-Peer  
17 Network”). Also, the video streams themselves used by the TVpad Peer-to-Peer  
18 Network are encoded at the upstream end (in Hong Kong or mainland China), and  
19 then decoded by the Infringing TVpad Apps on the TVpad devices downstream,  
20 which means that the party who encodes the stream must provide the decoding key to  
21 the party controlling the Infringing TVpad App in order for TVpad devices to view  
22 the content, thus keeping the entire process private. By analogy, the public Internet is  
23 like a neighborhood, and the TVpad Peer-to-Peer Network is like an adjacent gated  
24 community, to which only TVpad apps have access.

25 57. While starting up and throughout the playback of live content,  
26 Infringing TVpad Apps in Live TV Mode connect to one or more of the TVpad  
27 Operational Servers to download content such as program guides for use with those  
28 apps. *See* Exhibit 45 (list of U.S. servers).

1        58. Our review of Internet discussion board posts shows that some TVpad  
2 users are aware that Infringing TVpad Apps in Live TV Mode receive and upload  
3 streamed video content through a peer-to-peer network. True and correct copies of  
4 printouts of such Internet discussion board posts are attached hereto as Exhibit 49,  
5 which printouts I personally confirmed accurately reflect the contents of those  
6 Internet discussion board posts on February 5, 2015. Other TVpad users are aware  
7 that watching television programming through the TVpad device uses a significant  
8 amount of the upload capacity or bandwidth of the user's Internet connection.  
9 Attached hereto as Exhibit 50 are true and correct copies of printouts of two Internet  
10 discussion board posts and one blog post, in which users discuss the TVpad device's  
11 consumption of upload bandwidth, which printouts I personally confirmed accurately  
12 reflect the contents of those posts on February 19, 2015.

13        59. TVpad users also complain generally about the quality of the TVpad  
14 viewing experience, including complaints regarding slow downloads, failed  
15 downloads, unavailable channels, unavailable programs, low video quality, and poor  
16 sound quality. Attached hereto as Exhibit 51 are true and correct copies of examples  
17 of such Internet discussion board posts, which printouts I personally confirmed (with  
18 the assistance of a Mintz investigator fluent in Chinese) accurately reflect the  
19 contents of those Internet discussion board posts on February 5, 2015, and certified  
20 translations of those posts. During our investigation, I personally observed numerous  
21 problems with the TVpad viewing experience, such as video failing to stream or  
22 download, video freezing while playing, video terminating in the middle of a  
23 program, low video quality, blurring of video, pixelation, and soundtrack out of sync  
24 with video.

25        ***TVpad VOD and Replay Live Modes: Direct Streaming***

26        60. Our investigation has demonstrated that Infringing TVpad Apps in VOD  
27 Mode and Replay Live Mode function in the same manner as one another, though  
28 they access different servers.

61. Infringing TVpad Apps in VOD Mode and Replay Live Modes allow the user to select an available television program (such as a specific episode from a CCTV or TVB television series) to view “on demand”—that is, commencing from the beginning of the program and playing the program whenever the user chooses. Infringing TVpad Apps in VOD Mode and Replay Live Mode receive video streams from servers in the U.S., including in Los Angeles, California (“VOD Servers” and “Replay Live Servers”, respectively). *See* Exhibit 45 (list of U.S. servers).

62. We have determined through forensic analysis that Infringing TVpad Apps in VOD Mode and Replay Live Mode specifically request video files from the above (and other) servers, indicating that such video files reside on those servers. Further, the Infringing TVpad Apps in VOD Mode and Replay Live Mode receive data packets from these servers that are of a size indicating they contain recorded video data. The Infringing TVpad Apps also establish connections and begin streaming sufficiently quickly, as compared with live streaming mode, to indicate that the TVpad VOD and Replay Live Servers store copies of CCTV and TVB programs.

***TVpad Time-Shifted Mode: Peer-to-Peer and Direct Streaming***

63. Sometimes Infringing TVpad Apps in Time-Shifted Mode stream video content by means of a combination of peer-to-peer streaming (through the TVpad Peer-to-Peer Network) and direct streaming, while at other times, they stream video content exclusively through direct streaming from servers. Time-Shifted direct streams of television programming appear to originate with servers in China and in California.

**Analysis of TVpad Devices Purchased from U.S. Distributors**

64. We also examined TVpad3 devices purchased from certain U.S. Distributors by my colleague Shuk Kuen “Lily” Lau. The purchases of these devices are described in the accompanying Declaration of Ms. Lau.

***ClubTVpad***

65. One of the TVpad3 devices I examined was purchased from Defendant Club TVpad, Inc. (“Club TVpad”). Shipping materials accompanying the package indicated that the TVpad device was shipped from 4101 Dublin Blvd Suite F, PMB#18, Dublin, CA 94568 on October 31, 2014. Attached hereto as Exhibit 52 is a true and correct copy of a photograph I took of the shipping materials that accompanied the TVpad device Ms. Lau purchased from Club TVpad, with the street address and contact information Mintz uses in investigations redacted because the redacted information reflects confidential and proprietary business information.

66. The TVpad device Ms. Lau purchased from Club TVpad appears to have been configured by Club TVpad before it was shipped to her. When I connected the TVpad device to the Internet and turned it on, instead of displaying the user agreement and the new user questions, the TVpad device had been set up with the following Infringing TVpad Apps already pre-installed: the Gang Yue Wang Luo Dian Shi app, three BETV apps, the HITV app, the Sport online app, three Yue Hai apps, and the Gang Yue Kuai Kan app. Even had these Infringing TVpad Apps not been pre-installed by Club TVpad, I could have downloaded the Infringing TVpad Apps through the TVpad Store; but Club TVpad facilitated this process by already downloading the infringing TVpad Apps prior to shipping the TVpad device to Ms. Lau.

67. Using the Infringing TVpad Apps that Club TVpad had pre-installed on that device, I viewed CCTV and TVB television programs on the TVpad device we received from Club TVpad.

***Asha Media***

68. I examined two TVpad3 devices Ms. Lau purchased through the TVpad.com website. As set forth in the accompanying Lau Declaration, which I have reviewed, Ms. Lau has determined that the TVpad.com website is operated by Defendant Asha Media Group Inc. (“Asha Media”). For the first device received

1 from TVpad.com, which arrived on June 9, 2014, the shipping materials  
2 accompanying the package indicated that the TVpad had been shipped from  
3 “TVPAD.COM” at 1409 South Lilac Avenue, Bloomington, California 92316 on  
4 June 3, 2014. Attached hereto as Exhibit 53 are true and correct copies of  
5 photographs I took of the shipping materials that accompanied the first TVpad3  
6 device Ms. Lau purchased from TVpad.com, with the street address Mintz uses in  
7 investigations redacted because the redacted information reflects confidential and  
8 proprietary business information.

9 69. The shipping materials accompanying this TVpad included a sealed  
10 padded envelope containing a postcard offering a \$20 discount on future purchases  
11 from the TVpad.com website and a USB flash drive. The USB flash drive contained  
12 Infringing TVpad Apps and software used by the TVpad device to help load these  
13 applications onto the TVpad device. The Infringing TVpad Apps on the USB flash  
14 drive included: a 516 app, three BETV apps, the Sport Online app, the Gang Yue  
15 Kuai Kan app, and three Yue Hai apps. Attached hereto as Exhibit 54 are true and  
16 correct copies of photographs I took of the envelope contents and a screenshot of the  
17 file contents of the USB flash drive.

18 70. Based on Mintz’s other purchases of TVpad devices, the flash drive  
19 shipped by TVpad.com along with the device is not part of the TVpad device as  
20 shipped from the manufacturer. The flash drive is not necessary to load these  
21 Infringing TVpad Apps onto the TVpad because all of these Infringing TVpad Apps  
22 are available for download through the TVpad Store; but TVpad.com facilitated this  
23 process by providing a flash drive that contained Infringing TVpad Apps.

24 71. Using the Infringing TVpad Apps TVpad.com supplied on the flash  
25 drive, I viewed CCTV and TVB television programs on the first TVpad device we  
26 received from TVpad.com.

27 72. In October 2014, I examined a second TVpad3 device Ms. Lau  
28 purchased from TVpad.com, which was shipped from the same Bloomington,

1 California address as the first device. Attached hereto as Exhibit 55 are true and  
2 correct copies of photographs I took of the shipping materials accompanying the  
3 second TVpad device Ms. Lau purchased from TVpad.com, with the street address  
4 Mintz uses in investigations redacted because the redacted information reflects  
5 confidential and proprietary business information. The shipping materials for this  
6 TVpad device again included a sealed padded envelope containing a postcard  
7 offering a \$20 discount and a USB flash drive containing the same Infringing TVpad  
8 Apps and software as provided with the first TVpad device, along with several  
9 additional apps. Attached hereto as Exhibit 56 are true and correct copies of a  
10 photograph of the envelope contents and a screenshot of the file contents of the USB  
11 flash drive.

12 73. Using the Infringing TVpad Apps TVpad.com supplied on the flash  
13 drive, I viewed CCTV and TVB television programs on the second TVpad device we  
14 received from TVpad.com.

15 **Recording of Infringing TVpad Apps Streaming CCTV and TVB Programs**

16 74. To memorialize examples of infringement of CCTV and TVB programs,  
17 Mintz recorded video of CCTV and TVB programs being streamed through various  
18 Infringing TVpad Apps operating on the TVpad device in multiple modes. I made  
19 these recordings using a digital recording device on the same local network as the  
20 TVpad, which received an exact copy of the streaming content being received by the  
21 TVpad, and displayed the content simultaneously on a video monitor also set up in  
22 the room. I was present during each recording and viewed these broadcasts being  
23 played on the television monitor.

24 75. Specifically, the details regarding these recordings—including program  
25 name, number of airings recorded, air date, CCTV or TVB channel, Infringing  
26 TVpad App used, and app mode used—are as follows:



Streaming of CCTV Programs

Program (number of airings recorded)	Air date(s) (in 2014)	CCTV Channel	Infringing TVpad App(s)	Mode
Across the Strait (8)	Sept. 22-25, 27-28; Oct. 4-5	CCTV-4	BETV3, BETVII3, 516	Live TV Mode, Replay Live Mode
Around China (8)	Sept. 22-25, 27-28; Oct. 4-5	CCTV-4	BETV3, BETVII3, 516	Live TV Mode, Replay Live Mode
Art life (2)	Sept. 25; Oct. 3	CCTV-3	BETVII3	Replay Live Mode
Echo Clear (3)	Sept. 26; Oct. 3, 5	CCTV-3	BETVII3	Replay Live Mode
Fashion Infinite (2)	Sept. 28; Oct. 5	CCTV-4	BETVII3, 516	Live TV Mode, Replay Live Mode
I Want to Go to the Spring Festival Gala (2)	Sept. 28; Oct. 5	CCTV-3	BETVII3	Replay Live Mode
Star Walk (3)	Sept. 25, Oct. 3-4	CCTV-3	BETVII3	Replay Live Mode
To A Happy Departure (1)	Sept. 22	CCTV-3	BETVII3	Replay Live Mode
Variety Festival (1)	Sept. 23	CCTV-3	BETVII3	Replay Live Mode

Streaming of TVB Programs

Program (number of airings recorded)	Air date(s) (in 2014)	TVB Channel	App(s)	Mode
A Closer Look (1)	Oct. 6	interactive News	Yue Hai Zhi Bo	Live TV Mode
All That is Bitter is Sweet (4)	Sept. 29-Oct. 2	Jade	Yue Hai Kuan Pin 23, HITV, Yue Hai Kuan Pin 3	Live TV Mode, Replay Live Mode
Big Boys Club (7)	Sept. 29-Oct. 3; Oct. 7	J2	Yue Hai Kuan Pin 23, HITV, Yue Hai Kuan Pin 3	Live TV Mode, Replay Live Mode
Come Home Love (5)	Sept. 29-30; Oct. 2-3; Oct. 8	Jade, JadeHD	Yue Hai Kuan Pin 23, Yue Hai Kuan Pin 3	Live TV Mode, Replay Live Mode
Line Walker (5)	Sept. 29-Oct. 3	Jade, JadeHD	Yue Hai Kuan Pin 23, HITV, Yue Hai Kuan Pin 3	Live TV Mode, Replay Live Mode

Program (number of airings recorded)	Air date(s) (in 2014)	TVB Channel	App(s)	Mode
Pearl News (4)	Sept 29-Oct. 1; Oct. 9	Pearl	Yue Hai Kuan Pin 23	Replay Live Mode
Pleasure & Leisure (5)	Sept. 30-Oct. 2; Oct. 8-9	Jade	Yue Hai Kuan Pin 23, Gang Yue Wang Luo Dian Shi	Replay Live Mode

76. I am informed by Plaintiff DISH that all of the CCTV and TVB programs we recorded using Infringing TVpad Apps on the TVpad device also are broadcast in the United States through DISH's satellite and OTT television service.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 6 day of March 2015 in New York, New York.



Nicholas Braak

**LAU DECLARATION**

**DECLARATION OF SHUK KUEN “LILY” LAU**

I, Shuk Kuen “Lily” Lau, declare as follows:

1. I am a licensed private investigator with the Mintz Group LLC (“Mintz”), a corporate research and investigations firm headquartered in New York. For more than 20 years, I have worked as a legal translator—working with (among others) the Manhattan District Attorney’s office, the office of the United States Attorney for the Southern District of New York, and various federal agencies (including U.S. Immigration and Customs Enforcement, the Drug Enforcement Administration, and the Federal Bureau of Investigation) on a variety of matters, including Chinese organized-crime investigations and prosecutions. I am fluent in and a court certified translator of the Mandarin, Cantonese, and Fujianese dialects. I make this declaration in support of the motion of plaintiffs China Central Television (“CCTV”), China International Communications Co., Ltd (“CCIC”), TVB Holdings (USA), Inc. (“TVB (USA)”), and DISH Network L.L.C. (“DISH” and collectively with CCTV, CICC, and TVB (USA), “Plaintiffs”) for a preliminary injunction. I have personal knowledge of the facts contained herein and, if called upon as a witness, I could and would testify competently about these facts, except for those matters stated expressly upon information and belief, which matters I believe to be true.

2. In 2014, Plaintiffs engaged Mintz to investigate a television set-top box device known as “TVpad” and the unlicensed international television programming accessible to U.S. consumers through the TVpad device. Under the direction of lead Mintz investigator Christopher Weil, I was charged with investigating the distribution and sale of the TVpad device into and within the United States. Among other things, I and other investigators under the direction and control of Mr. Weil researched the activities of two companies that distribute the TVpad device in the United States: Defendants Club TVpad, Inc. (“Club TVpad”) and Asha Media Group Inc. d/b/a TVpad.com (“Asha Media”).

**Club TVpad**

3. As part of my investigation of Club TVpad, I reviewed the company's website and other publicly available materials compiled by Mintz investigators regarding its location, ownership, and activities as a distributor of TVpad devices. Mintz investigators under the direction and control of my supervisor Christopher Weil also reviewed Club TVpad's website and Facebook page to determine the extent to which Club TVpad advertises, promotes, and encourages the use of TVpad applications or "apps" that illegally stream the television programming of CCTV and TVB (USA)'s Hong Kong-based parent company Television Broadcasts Limited ("TVB") to TVpad users in the United States. (I shall refer to these apps collectively as the "Infringing TVpad Apps".) Finally, I purchased a TVpad device from Club TVpad and engaged in communications with Club TVpad personnel regarding the TVpad device. The results of my investigation are set forth in detail below.

4. Club TVpad is a California corporation. The "Business Entity Detail" page on the California Secretary of State's website identifies Bennett Wong as Club TVpad's agent for service of process and lists 3240 Shawn Way in Hayward, California as Club TVpad's business address. Attached hereto as Exhibit 57 is a true and correct copy of a printout of the Business Entity Detail webpage for Club TVpad from <http://kepler.sos.ca.gov/>, which printout I personally confirmed accurately reflects the contents of that webpage on February 5, 2015.

5. Club TVpad operates a website at the domain name clubtvpad.com. According to archived domain registration records, as of July 2012, the registrant of the domain for Club TVpad's website was Bennett Wong, 225 W. Santa Clara Street, Suite 600, in San Jose, California. By September 2012, the domain registration had been transferred to a third-party domain-name privacy service named Domains by Proxy, which is the current registrant, according to archived domain registration records. Attached hereto as Exhibit 58 is a true and correct copy of a DomainTools domain report for clubtvpad.com, which includes archived domain registration



1 records. DomainTools is a website that provides publicly-available information  
2 regarding current and past domain name registrants, sometimes referred to as  
3 WHOIS registration information. One obtains records from DomainTools by  
4 searching for a given domain name at domaintools.com and selecting the type of  
5 records one wishes to view. I personally confirmed on February 5, 2015 that Exhibit  
6 58 reflects the live domain registration records for clubtvpad.com on  
7 DomainTools.com.

8 6. Club TVpad is listed as an authorized U.S. distributor of the TVpad  
9 device on itvpad.com, the website operated by the manufacturer of the TVpad device,  
10 Create New Technology (HK) Ltd. ("CNT"). Attached hereto as Exhibit 59 is a true  
11 and correct copy of a printout of the webpage at  
12 <http://www.itvpad.com/serviceNetwork.html>, which printout I personally confirmed  
13 accurately reflects the contents of that webpage on February 5, 2015, and a certified  
14 translation of that printout.

15 7. Club TVpad operates a Facebook page at [https://www.facebook.com](https://www.facebook.com/pages/ToyzMore4u-Club-TVpad/212039942176662)  
16 [/pages/ToyzMore4u-Club-TVpad/212039942176662](https://www.facebook.com/pages/ToyzMore4u-Club-TVpad/212039942176662). Club TVpad advertises and  
17 promotes the TVpad device on this Facebook page. Attached hereto as Exhibit 60  
18 are true and correct copies of the Timeline and About Us webpages from Club  
19 TVpad's Facebook page, which printouts I personally confirmed accurately reflect  
20 the contents of those webpages on February 5, 2015.

21 8. A June 25, 2012 post on Club TVpad's Facebook Page includes an  
22 image of a "Regional Reseller Authorization" certificate from CNT for Club TVpad.  
23 Attached hereto as Exhibit 61 is a true and correct copy of a printout of the January  
24 25, 2012 Club TVpad Facebook posting, which printout I personally confirmed  
25 accurately reflects the contents of that Facebook posting on February 5, 2015

26 9. Club TVpad advertises and offers TVpad devices for sale to consumers  
27 through its website, including to consumers in the United States, the State of  
28 California, and the Los Angeles area. Club TVpad sells the TVpad3 device on its

1 website for \$249.99. Attached hereto as Exhibit 62 is a true and correct copy of a  
2 printout of the product webpage for the TVpad3 device at  
3 <http://clubtvpad.com/main/shop/tvpad3-m58/>, which I personally confirmed  
4 accurately reflects the contents of that webpage on February 5, 2015.

5 10. On both its website and its Facebook page, Club TVpad promotes the  
6 Infringing TVpad Apps and the availability on the TVpad device of CCTV and TVB  
7 television programming streamed from Asia at no charge to consumers, as detailed  
8 below:

9 a. Club TVpad states on its homepage that TVpad users may  
10 “Access tons of content with no monthly charge! It’s a set top box (IPTV) that lets  
11 you access Chinese, Vietnamese and Korean TV and movies with no additional  
12 charge!!” Attached hereto as Exhibit 63 is a true and correct copy of a screenshot of  
13 the webpage at <http://clubtvpad.com/main/>, which screenshot I personally confirmed  
14 accurately reflects the contents of that webpage on February 5, 2015.

15 b. In an April 26, 2013 post on Club TVpad’s Facebook page, a  
16 Club TVpad administrator stated: “For those who want to use TVpad to watch the  
17 NBA Playoffs. Here is CCTV5 schedule.” When a user then asked which TVpad  
18 app to use to watch CCTV5, a Club TVpad Administrator stated “BETV or BETV  
19 HD.” As a result of our investigation, Mintz has determined that the BETV and  
20 BETV HD apps are Infringing TVpad Apps that stream CCTV television  
21 programming. Attached hereto as Exhibit 64 is a true and correct copy of a printout  
22 of the April 26, 2013 Club TVpad Facebook post, which printout I personally  
23 confirmed accurately reflects the contents of that Facebook post on February 5, 2015.

24 c. In a June 5, 2013 post on Club TVpad’s Facebook page, a Club  
25 TVpad administrator posted a picture of the icon for the BETV II app and stated:  
26 “Here’s the icon to look for when searching for the BETV2.” As a result of our  
27 investigation, Mintz has determined that the BETV II app is an Infringing TVpad  
28 App that streams CCTV television programming. Attached hereto as Exhibit 65 is a

1 true and correct copy of a printout of the June 5, 2013 Club TVpad Facebook post,  
2 which printout I personally confirmed accurately reflects the contents of that  
3 Facebook post on February 5, 2015.

4 d. In a November 12, 2012 post on Club TVpad's Facebook page,  
5 Club TVpad posted the following message: "Are you a Direct TV subscriber? Then  
6 you might be aware that they are removing TVB from their line up at the end of the  
7 month. Meaning Direct TV subscribers will no longer receive TVB channels with  
8 Direct TV. This is the best time to get a TVpad to replace Direct TV." In the  
9 responses to that post, a user asked whether TVpad users will get in "trouble" for  
10 using the TVpad device, and a Club TVpad administrator assured the user to the  
11 contrary, pointing to the many people using torrents to download movies for free.  
12 Attached hereto as Exhibit 66 is a true and correct copy of a printout of these  
13 November 12, 2012 Club TVpad Facebook posts, which printout I personally  
14 confirmed accurately reflects the contents of those Facebook posts on February 5,  
15 2015.

16 11. The homepage of Club TVpad's website contains a graphic of the  
17 TVpad's interface that displays icons for seven Infringing TVPad Apps, specifically  
18 the Gang Yue Kuai Kan app, Yue Hai Shi Yi app, Yue Hai Kuan Pin app, 516 Online  
19 TV app, BETV app, HITV app and Sport Online app. A screenshot of this graphic  
20 on Club TVpad's homepage follows:



1 Attached hereto as Exhibit 67 is a true and correct screenshot of the webpage  
2 containing this graphic at <http://clubtvpad.com/main/>, which printout I personally  
3 confirmed accurately reflects the contents of that webpage on February 5, 2015.

4 12. Club TVpad's website also includes a discussion board (or "forum")  
5 section, in which TVpad users solicit advice from Club TVpad on how to view  
6 CCTV and TVB television programming using the Infringing TVpad Apps. A Club  
7 TVpad site administrator under the screen name "clubtvpad" provides that advice.  
8 For example, an exchange of posts on the discussion board section of the Club  
9 TVpad website beginning on July 8, 2014 included the following statements:

10 DarkKnight22: "The TVB drama app does not load at all. It  
11 is the one with the disc Icon...."

12 Clubtvpad: "Sounds like you are not running the latest  
13 version of the app. Go to the app manager and see if there  
14 is an update. Also check to make sure one on [sic] the  
15 latest firmware. All VOD and live TV is working on  
16 Tvpad."

17 Our investigation also located numerous exchanges where Club TVpad  
18 administrators promoted the Infringing TVpad Apps and/or the availability of CCTV  
19 and TVB programming on the TVpad device, including the TVB series "Divas in  
20 Distress" and the NBA Playoffs on CCTV5. Attached hereto as Exhibit 68 are true  
21 and correct copies of printouts of the July 2014 forum thread and of other  
22 representative forum threads from the Club TVpad forum at  
23 <http://clubtvpad.com/main/forums/>, which printouts I personally confirmed  
24 accurately reflect the contents of those forum threads on February 5, 2015, and  
25 certified translations of selected portions of those printouts.

26 13. In numerous other threads on Club TVpad's forum, Club TVpad  
27 administrators provide technical assistance to TVpad users to help them access  
28 infringing content, including CCTV and/or TVB programming. Attached hereto as

1 Exhibit 69 are true and correct copies of printouts of representative forum threads  
2 from the Club TVpad forum at <http://clubtvpad.com/main/forums/>, which printouts I  
3 personally confirmed accurately reflect the contents of those forum threads on  
4 February 5, 2015.

5 14. Several other threads on Club TVpad's forum involving Club TVpad  
6 administrators and moderators demonstrate knowledge by Club TVpad and its  
7 customers that the TVpad makes use of a peer-to-peer network to provide streaming  
8 video content. Attached hereto as Exhibit 70 are true and correct copies of printouts  
9 of representative forum threads from the Club TVpad forum at  
10 <http://clubtvpad.com/main/forums/>, which printouts I personally confirmed  
11 accurately reflect the contents of those forum threads on February 5, 2015.

12 15. An entire section of the Club TVpad forum is dedicated to "TVB Drama  
13 Discussion." Attached hereto as Exhibit 71 are true and correct copies of printouts of  
14 webpages from the Club TVpad forum showing the "TVB Drama Discussion"  
15 section, which printouts I personally confirmed accurately reflect the contents of  
16 those webpages on February 5, 2015.

17 16. Club TVpad also provides customer support and assistance on its  
18 Facebook page to help its customers access infringing television programming. For  
19 example, on December 16, 2014, a TVpad user in Arcadia, California stated that he  
20 had not been able to watch TVB drama series for two days. An administrator asked  
21 the user "on what platform" the user was attempting to watch the TVB drama series,  
22 and the user identified the Infringing TVpad App Gang Yue Kuai Kan in Chinese.  
23 An administrator then responded "They tend to be a bit slow in updating content  
24 during the holidays. Just have to wait." Attached hereto as Exhibit 72 is a true and  
25 correct copy of a printout of the Facebook post at  
26 [https://www.facebook.com/permalink.php?story\\_fbid=](https://www.facebook.com/permalink.php?story_fbid=760421907338460&id=212039942176662)  
27 [760421907338460&id=212039942176662](https://www.facebook.com/permalink.php?story_fbid=760421907338460&id=212039942176662), which printout I personally confirmed  
28 accurately reflects the contents of that Facebook post on February 5, 2015.



1           17. On October 26, 2014, I called Club TVpad at the Oakland, California-  
2 area telephone number Bennett Wong used to register the domain name  
3 clubtvpad.com. An individual identifying himself as Bennett Wong answered the  
4 phone. During our phone conversation, Mr. Wong stated that there is no monthly  
5 charge to access Chinese television programming on the TVpad. He explained that  
6 the one-time, up-front purchase price of the TVpad device is the only cost to access  
7 television programming, which is part of what makes the TVpad device so popular.  
8 He stated that the TVpad device is similar to a Roku set-top box but with more Asian  
9 television stations and indicated that the television channels available on the TVpad  
10 device include TVB's TVBS and Jade channels. He instructed me about how to  
11 connect the TVpad device to the Internet, about how to open the TVpad Store on the  
12 TVpad device, and about how to download apps that provide access to television  
13 programming. Mr. Wong also provided me with a discount coupon code to decrease  
14 the cost of the TVpad device to \$220.

15           18. On October 26, 2014, I purchased a TVpad device from Club TVpad on  
16 its clubtvpad.com website for a total cost of \$238.71. On October 26, 2014, I  
17 personally received an email confirming my purchase from orders@clubtvpad.com.  
18 A true and correct copy of that confirmation email is attached hereto as Exhibit 73,  
19 with the street address and telephone number Mintz used for this investigation  
20 redacted because the redacted information reflects confidential and proprietary  
21 business information. On November 3, 2014, a package addressed to me containing  
22 the TVpad device was received at a Mintz address in West Hills, California, and was  
23 forwarded to my colleague Nicholas Braak in New York for review.

24           19. Subsequently, Mr. Braak informed me that several Infringing TVpad  
25 Apps were pre-installed on the TVpad device I purchased from Club TVpad, as set  
26 forth in the accompanying Braak Declaration, which I have reviewed.

27           20. On November 20, 2014, I called Club TVpad and again spoke with the  
28 individual identifying himself as Bennett Wong. During our conversation, Mr. Wong

1 stated that he had directed his staff to install several apps because I had stated in our  
2 previous phone conversation that I wanted to watch television programs from Hong  
3 Kong. Mr. Wong instructed me to use the Infringing TVpad App Gang Hai Kuai  
4 Kan and stated that it would provide Hong Kong television series going back three  
5 years, including drama series and movies on demand. With respect to live  
6 programming, Mr. Wong advised me that I could use the Infringing TVpad App Yue  
7 Hai Kuan Pin to view live television channels from Hong Kong, including TVB  
8 channels, and that the Infringing TVpad App Yue Hai Kuan Pin 2 would provide live  
9 and pre-recorded programs going back three days, including on TVB's Jade channel.  
10 Mr. Wong stated that, based on feedback from other customers, he had instructed his  
11 staff to install the most popular TVpad apps at the top of the TVpad Store and less  
12 popular ones at the bottom on the device that was shipped to me.

13 **Asha Media**

14 21. I also investigated Asha Media, another U.S. distributor of TVpad  
15 devices. During my investigation, I reviewed publicly available materials to  
16 determine Asha Media's location, ownership, and its activities as a distributor of  
17 TVpad devices. I also reviewed the website at <http://www.tvpad.com/en/>  
18 ("TVpad.com"), which, based on Mintz's investigation, we have concluded is  
19 operated by Asha Media. I also called Asha Media and spoke with Asha Media  
20 personnel directly. Finally, I purchased two TVpad devices from TVpad.com and  
21 engaged in communications with TVpad.com personnel regarding the devices. The  
22 results of my investigation are set forth in detail below.

23 22. Asha Media is a Florida corporation with a registered business address  
24 in Green Cove Springs, Florida. According to records on file with the Florida  
25 Secretary of State, Amit Bhalla is the President of Asha Media, and Rena Mehta is  
26 Asha Media's registered agent for service of process. Attached hereto as Exhibit 74  
27 are true and correct copies of records on file with the Florida Secretary of State  
28 pertaining to Asha Media, printed from the Florida Secretary of State's website,

1 which printed copies I personally confirmed accurately reflect live records on the  
2 Florida Secretary of State's website on February 10, 2015.

3 23. Based on Mintz's investigation, we have concluded that Asha Media  
4 operates the TVpad.com website. This conclusion is based on the following facts:

5 a. A Mintz investigator under my supervisor Christopher Weil's  
6 direction and control used the Wayback Machine website from the Internet  
7 Archive—a non-profit organization that archives historical copies of other websites,  
8 identified by web address and date—to access archived historical copies of the  
9 TVpad.com website. According to these historical copies of TVpad.com for  
10 February 9, 2014 and October 20, 2013, the "About Us" webpage on TVpad.com  
11 stated:

12 TVPad Store is owned and managed by Asha Media Group Inc., a  
13 Florida, U.S based company. Our management and customer service  
14 departments are located in U.S, while the factory and shipping units are  
15 in China.

16 Attached hereto as Exhibit 75 are true and correct copies of printouts of these  
17 archived historical copies of the above-quoted webpage from the Wayback Machine  
18 at <https://web.archive.org/web/20140209102717/http://www.tvpad.com/en/about-us>  
19 and [https://web.archive.org/web/20131020050516/http://www.tvpad.com/en/about-](https://web.archive.org/web/20131020050516/http://www.tvpad.com/en/about-us)  
20 [us](https://web.archive.org/web/20131020050516/http://www.tvpad.com/en/about-us), which printouts I personally confirmed on February 5, 2015 accurately reflect the  
21 contents of those archived historical copies.

22 b. Mintz investigators located a profile webpage for Amit Bhalla  
23 (screen name AmBhalla) on the website Brownbook.net, an online business  
24 directory. That profile states that Amit Bhalla operates the "TVpad Store" and lists  
25 an email address of sales@tvpad.com. Another webpage on Brownbook.net  
26 identifies the "TVpad Store" as www.tvpad.com. Attached hereto as Exhibit 76 are  
27 true and correct copies of printouts of the above-mentioned webpages on  
28

1 Brownbook.net, which printouts I personally confirmed accurately reflect the  
2 contents of those webpages on February 5, 2015.

3 c. Mintz investigators also located a profile webpage for Amit  
4 Bhalla on the website Mylot.com, which is a discussion board and blogging  
5 community. The profile states that Amit Bhalla is “[a]n entrepreneur in the TVpad  
6 business, enabling people to watch Chinese, Japanese, and Korean TV from  
7 anywhere in the world” and lists Amit Bhalla’s website as [www.tvpad.com/](http://www.tvpad.com/).  
8 Attached hereto as Exhibit 77 is a true and correct copy of a printout from the  
9 webpage at <http://www.mylot.com/abhalla>, which printout I personally confirmed  
10 accurately reflects the contents of that webpage on February 5, 2015.

11 d. Mintz investigators also located a post on cloudytags.com, an  
12 “adult social bookmarking” website. A user going by the name “abhalla” posted on  
13 the website: “Why is TvPad so awesome? – Because you can watch Chinese, Korean  
14 or Japanese TV from anywhere in the world with this awesome device.” The post  
15 provided a link to a blog post on the TVpad.com website. Attached hereto as Exhibit  
16 78 is a true and correct copy of a printout of the webpage at  
17 [www.cloudytags.com/linkdetails/471437.html](http://www.cloudytags.com/linkdetails/471437.html), which printout I personally confirmed  
18 accurately reflects the contents of that webpage on February 5, 2015

19 24. TVpad.com offers TVpad devices for sale to consumers, including to  
20 consumers in the United States, the State of California, and the Los Angeles area.  
21 TVpad.com sells the TVpad3 model for \$259 and the TVpad4 model for \$329.  
22 Attached hereto as Exhibit 79 is a true and correct copy of a printout of the product  
23 webpage for TVpad devices at <http://www.tvpad.com/en/tvpad-store.html>, which  
24 printout I personally confirmed accurately reflects the contents of that webpage on  
25 February 5, 2015.

26 25. The TVpad.com website contains both Chinese- and English-language  
27 web pages. The English-language homepage of TVpad.com states that the website is  
28 an “Authorized TVpad store that ships Genuine and Authentic TVpad products,

1 directly from the factory.” Attached hereto as Exhibit 80 is a true and correct copy of  
2 a printout of the webpage at <http://www.tvpad.com/en/>, which printout I personally  
3 confirmed accurately reflects the contents of that webpage on February 10, 2015.

4 26. The TVpad.com website advertises and promotes the TVpad device as  
5 permitting customers to watch television programming from Asia. For instance, the  
6 English-language homepage of TVpad.com states:

7 TVpad is the most popular streaming smart box that offers  
8 the best access to Chinese, Korean, and Japanese TV from  
9 anywhere in the world. If you live abroad and miss your  
10 favorite shows, including dramas, sports, gameshows,  
11 news, movies, and music, then TVpad can keep you  
12 connected to it all. TVpad is the perfect streaming  
13 entertainment solution for students, ex-pats, travelers, and  
14 business people that want to turn on the TV and feel like  
15 they’re back home.

16 A checklist on the TVpad.com homepage further promotes the availability of “High  
17 Definition Live TV,” “Time-Shift Live TV Playback,” “Video On Demand Service,”  
18 and “No Monthly Fees.” Exhibit 80.

19 27. A FAQ (Frequently Asked Questions) on TVpad.com boasts about the  
20 TVpad’s use of a peer-to-peer network to stream content to TVpad users, stating that  
21 “[t]he pictures are high in quality and stable due to the upgraded P2P service [the  
22 TVpad device] uses.” Elsewhere, the same FAQ notes: “Most of the apps require  
23 streaming, whether it is video or audio, and is it [sic] based on streaming and sharing  
24 the data online.” (Emphasis added). Attached hereto as Exhibit 81 is a true and  
25 correct copy of a printout of the webpage at [http://www.tvpad.com/en/tvpad-](http://www.tvpad.com/en/tvpad-frequently-asked-questions.html)  
26 [frequently-asked-questions.html](http://www.tvpad.com/en/tvpad-frequently-asked-questions.html), which printout I personally confirmed accurately  
27 reflects the contents of that webpage on February 5, 2015.  
28



1           28. A blog on TVpad.com routinely promotes the TVpad device as  
2 providing customers free access to Chinese television programming and encourages  
3 customers to use Infringing TVpad Apps to view CCTV and TVB programs. For  
4 example:

5           a. A December 18, 2014 blog post on TVpad.com, entitled “TVpad4  
6 On Sale Now!”, states:

7           Not wanting to pay for streaming television? TVpad4 still streams live  
8 news, sports, and television programming from stations like SoLive,  
9 CCTV and many, many more. On TVpad4 you’ll be able to watch live  
10 Chinese (Mandarin and Cantonese ) television. Popular shows like The  
11 Voice: China, Red Sorghum, and Where are We Going, Dad are all  
12 available streaming live in HD. And, with the new H.265 streaming  
13 technology, you can be sure to see them in crystal clear HD (emphasis  
14 added).

15           Attached hereto as Exhibit 82 is a true and correct copy of a printout of the  
16 website at [http://www.tvpad.com/en/tvpad-store-blog/tvpad4-on-sale-](http://www.tvpad.com/en/tvpad-store-blog/tvpad4-on-sale-now.html)  
17 [now.html](http://www.tvpad.com/en/tvpad-store-blog/tvpad4-on-sale-now.html), which printout I personally confirmed accurately reflects the  
18 contents of that webpage on February 5, 2015.

19           b. A July 31, 2014 blog post on TVpad.com states:  
20           There are more than 30,000 episodes of Chinese television  
21 dramas produced every year in China, which gives  
22 audiences a large range of viewing options. Now the  
23 television dramas are beginning to gain an overseas  
24 following, and include shows that were originally broadcast  
25 years ago. With a set on top TV box, it is now even easier  
26 for Asians and other foreign audiences to watch all of the  
27 popular Chinese dramas.

28           **Watch Popular Chinese Television Dramas with TVpad**

1 TVpad is a set on top box that gives users hundreds of  
2 viewing options. Streaming live channels directly from the  
3 Chinese mainland, foreign audiences can watch episodes of  
4 all of the most popular Chinese dramas. There are more  
5 than 100 channels to choose from, including some that are  
6 dedicated to playing only the best Chinese TV dramas.

7  
8 Not only does TVpad feature more channels than other set  
9 on top boxes, but it also includes the “on demand” feature.  
10 Users now can play back any of their favorite dramas and  
11 TV shows up to three days, and never have to worry about  
12 missing a single nail biting moment. TVpad also features  
13 one of the largest online video libraries, which includes  
14 apps just for Chinese dramas.

15 Attached hereto as Exhibit 83 is a true and correct copy of a printout of the  
16 webpage at [http://www.tvpad.com/en/tvpad-store-blog/the-10-most-popular-](http://www.tvpad.com/en/tvpad-store-blog/the-10-most-popular-overseas-chinese-dramas.html)  
17 [overseas-chinese-dramas.html](http://www.tvpad.com/en/tvpad-store-blog/the-10-most-popular-overseas-chinese-dramas.html), which printout I personally confirmed  
18 accurately reflects the contents of that webpage on February 5, 2015.

19 c. A blog post from TVpad.com entitled “Watch the Latest Movies  
20 and More With TVpad” dated June 30, 2014 stated:

21 With hundreds of channels to choose from, Asians living  
22 overseas can still watch all of their favorite Chinese and  
23 Japanese movies with a TVpad. Older Asians can enjoy  
24 watching American movies on HBO, with easy to read  
25 Chinese subtitles. Now the language barrier is no longer an  
26 issue for TVpad users with an interest in English movies  
27 and television programs.  
28

1 TVpad also streams live BETV channels [sic] straight from  
2 the Chinese mainland, including movies in Cantonese.  
3 Viewers will also have access to CCTV which is broadcast  
4 directly from the People's Republic of China. Watch  
5 reports on the latest Asian movies being released, and stay  
6 current with all of the stars and directors (emphasis added).

7 As a result of our investigation, Mintz has determined that the BETV apps are  
8 Infringing TVpad Apps that stream CCTV programming. Attached hereto as  
9 Exhibit 84 is a true and correct copy of a printout of the archived historical  
10 copy of the above-quoted blog post retrieved from the Wayback Machine  
11 website from the Internet Archive at  
12 [https://web.archive.org/web/20140816002455/http://www.](https://web.archive.org/web/20140816002455/http://www.tvpad.com/en/tvpad-store-blog/watch-the-latest-movies-and-more-with-tvpad.html)  
13 [tvpad.com/en/tvpad-store-blog/watch-the-latest-movies-and-more-with-](http://www.tvpad.com/en/tvpad-store-blog/watch-the-latest-movies-and-more-with-tvpad.html)  
14 [tvpad.html](http://www.tvpad.com/en/tvpad-store-blog/watch-the-latest-movies-and-more-with-tvpad.html), which printout I personally confirmed on February 5, 2015  
15 accurately reflects the contents of that archived historical copy. By January 3,  
16 2015, TVpad.com had altered this blog post so that it no longer specifically  
17 mentions CCTV or the infringing BETV app, but still promotes more generally  
18 the availability of infringing television programming on the TVpad device.  
19 Attached as Exhibit 85 is a true and correct copy of a printout of the webpage  
20 at [http://www.tvpad.com/en/tvpad-store-blog/watch-the-latest-movies-and-](http://www.tvpad.com/en/tvpad-store-blog/watch-the-latest-movies-and-more-with-tvpad.html)  
21 [more-with-tvpad.html](http://www.tvpad.com/en/tvpad-store-blog/watch-the-latest-movies-and-more-with-tvpad.html), which printout I personally confirmed accurately  
22 reflects the contents of that webpage on February 5, 2015.

23 d. A blog post from TVpad.com entitled "Which TVpad App Is  
24 Right For You?" dated June 19, 2014 promoted use of the Infringing TVpad  
25 apps on the TVpad device to view CCTV programs and programming from  
26 Hong Kong:

27 **One App for All Sporting Events**  
28

Broadcast live from the Chinese mainland is the Chinese Central Television or CCTV 5. Found in the TVpad app store as BETV/Online [sic] sports, this app can satisfy every sports lover. Follow the Chinese national men's and women's soccer teams throughout their seasons, and watch in wonder as China enters onto the international basketball court.

. . .

### **Dramas, Documentaries, and More**

There are over 100 different Asian channels and apps to choose from, but lovers of television shows will certainly want to install the HITV app. Viewers can watch hundreds of live shows from Hong Kong, including all of their favorite dramas. Catch up with recent storylines and favorite characters, and playback missed episodes anytime.

With live TV from Hong Kong, Asian viewers living abroad can also stay up to date on all of the latest news and events on the Chinese mainland. See news reports from different provinces, and travel documentaries too [sic] unique and interesting places. See reports on finances and current affairs, and stay in touch with world events. With all of the different Asian television programming available with this app, there will always be something fun and entertaining to watch on TV (emphasis added).

As a result of our investigation, Mintz has determined that the BETV and Online Sports apps are Infringing TVpad Apps that stream CCTV programming, and that the HITV app is an Infringing TVpad App that streams

1 TVB programming. A Mintz investigator under the direction and control of my  
2 supervisor Christopher Weil used the Wayback Machine website from the  
3 Internet Archive to access an archived historical copy of the above blog post.  
4 Attached hereto as Exhibit 86 is a true and correct copy of a printout of an  
5 archived historical copy of the above-quoted blog post from the Wayback  
6 Machine at  
7 [https://web.archive.org/web/20140702095142/http://www.tvpad.com/en/tvpad](https://web.archive.org/web/20140702095142/http://www.tvpad.com/en/tvpad-store-blog/which-tvpad-app-is-right-for-you.html)  
8 [-store-blog/which-tvpad-app-is-right-for-you.html](https://web.archive.org/web/20140702095142/http://www.tvpad.com/en/tvpad-store-blog/which-tvpad-app-is-right-for-you.html), which printout I personally  
9 confirmed on February 5, 2015 accurately reflects the contents of that archived  
10 historical copy. As of approximately January 3, 2015, this page was no longer  
11 accessible on TVpad.com.

12 e. A blog post on TVpad.com entitled “Zhou Xun Crowned China’s  
13 Favorite Celebrity” and dated December 8, 2014 stated that the TVpad device  
14 provides “complete access to CCTV.” Attached hereto as Exhibit 87 is a true  
15 and correct copy of a printout of Google’s cached copy of the webpage at  
16 webpage at [http://www.tvpad.com/en/tvpad-store-blog/zhou-xun-crowned-](http://www.tvpad.com/en/tvpad-store-blog/zhou-xun-crowned-chinas-favorite-celebrity.html)  
17 [chinas-favorite-celebrity.html](http://www.tvpad.com/en/tvpad-store-blog/zhou-xun-crowned-chinas-favorite-celebrity.html), which printout I personally confirmed on  
18 February 5, 2015 accurately reflects the contents of Google’s cached copy of  
19 that webpage.

20 29. In addition to the research by Mintz investigators of statements found on  
21 the TVpad.com website, I also purchased two TVpad devices from TVpad.com, and  
22 had phone calls with representatives of TVpad.com.

23 30. In May 2014, prior to making my first TVpad purchase from  
24 TVpad.com, I located a New Jersey telephone number listed for Asha Media on a  
25 Better Business Bureau website. On May 30, 2014, I called the New Jersey  
26 telephone number listing and spoke to an individual identifying himself as Amit. I  
27 believe “Amit” is Amit Bhalla, the President of Asha Media, based on information  
28 recounted above tying Amit Bhalla to Asha Media and statements made by the Amit



1 with whom I spoke by phone. During the course of our phone conversation, Amit  
2 stated that his company is a large distributor of TVpads and he is an “account  
3 manager” who sells wholesale to retailers, electronics stores, and supermarkets.  
4 Stating that he cannot deal with individual sales, Amit directed me to make  
5 individual purchases through the website at TVpad.com and provided me with a  
6 coupon code for a \$20 discount. Amit stated that the TVpad device relies on apps for  
7 streaming of media, but that TVpad.com also provides a USB flash drive with the  
8 TVpad device pre-loaded with popular apps. When I asked whether there were any  
9 subscription fees associated with the TVpad device or its apps, Amit said “no” and  
10 that there is only a one-time payment, which is the purchase of the TVpad. When I  
11 asked Amit about available Chinese-language channels, Amit told me he did not  
12 speak or read Chinese, but he offered to email me a list of Chinese-language channels  
13 available on the device. During our phone conversation, Amit confirmed that CCTV  
14 channels were available on the TVpad device and mentioned that the World Cup was  
15 coming up and would be available on a CCTV channel.

16 31. On June 2, 2014, I used the TVpad.com website to purchase a TVpad  
17 device for a total cost of \$239. On June 2, 2014, I personally received an email  
18 confirming my purchase from support@tvpad.com. Attached hereto as Exhibit 88 is  
19 a true and correct copy of that email, with the street address and telephone number  
20 Mintz used for this investigation redacted because the redacted information reflects  
21 confidential and proprietary business information. On June 9, 2014, I received a  
22 package addressed to me containing a TVpad device at an address in New York, New  
23 York. As set forth more fully in the Braak Declaration, my colleague Mr. Braak  
24 picked up this TVpad device from the address in New York and reviewed the  
25 operation of the TVpad device I purchased from TVpad.com.

26 32. On June 3, 2014, I again called the number I had for Asha Media and  
27 spoke to the same individual identifying himself as Amit. During my phone  
28 conversation with Amit, I stated I had not received from him the email with Chinese-

1 language television channel listings and provided Amit with my email address.  
2 Shortly thereafter, I personally received an email from an individual using the email  
3 address support@tvpad.com who identified himself as “Charles Franco.” Attached  
4 to the email was a Chinese-language Excel spreadsheet listing CCTV, TVB, and  
5 other Chinese-language television channels available through the TVpad device and  
6 listing the Infringing TVpad Apps that access those channels. Attached hereto as  
7 Exhibit 89 are true and correct copies of the email and Chinese-language spreadsheet  
8 I received from Charles Franco on June 3, 2014, and a certified translation of that  
9 spreadsheet.

10 33. On October 15, 2014, I emailed a written request to speak with a  
11 customer representative through a contact form available on the TVpad.com website.  
12 I provided my email address in the contact form, wrote that I had a question about  
13 “HK television,” and asked for a telephone number I could call. On October 15,  
14 2014, an individual using the email address support@tvpad.com who identified  
15 herself as “Abby Zhou (Your Awesome Customer Support Agent)” responded by  
16 email to me. In her email, Ms. Zhou stated in part, “The attachment is the channels  
17 list of tvpad3.pls [sic] know more hk channels details from it.” Ms. Zhou attached to  
18 her email a Chinese-language Excel spreadsheet identical to the spreadsheet sent to  
19 me by “Charles Franco” on June 3, 2014. The spreadsheet included the same CCTV  
20 and TVB channels and corresponding Infringing TVpad Apps listed in the previous  
21 spreadsheet I had received from Mr. Franco. The email contained a telephone  
22 number for TVpad.com customer support, which was a mobile telephone in  
23 Mainland China. Attached hereto as Exhibit 90 are true and correct copies of the  
24 email and spreadsheet I received from Abby Zhou, and a certified translation of that  
25 spreadsheet.

26 34. On October 16, 2014, I called the same New Jersey telephone number  
27 for Asha Media I had used to speak with “Amit” on May 30, 2014 and June 3, 2014.  
28 I again spoke with the same individual identifying himself as Amit. Amit directed

1 me to make individual TVpad purchases through the website at TVpad.com and  
2 provided me with a coupon code for a \$20 discount. He stated that the TVpad device  
3 does not require monthly fees and can be used as long as the customer wants to use  
4 it. He also stated the TVpad device has all of the Hong Kong channels. In response  
5 to my questions, Amit could not provide me with specifics on what Hong Kong  
6 channels can be viewed on the TVpad device, but he asked for my email address. I  
7 provided Amit with the email address slau1014@yahoo.com. Amit then stated that  
8 Abby Zhou had already responded to my email. He said Ms. Zhou was the support  
9 representative based in China and that for any future questions, I could also contact  
10 her. When I asked how long it would take to ship the TVpad device, Amit stated that  
11 his company has two warehouses—one in Philadelphia, Pennsylvania and the other  
12 in Los Angeles, California.

13 35. On October 17, 2014, I used the TVpad.com website to purchase a  
14 second TVpad device for a total cost of \$239. On October 17, I personally received  
15 an email confirming my purchase from support@tvpad.com. Attached hereto as  
16 Exhibit 91 is a true and correct copy of the email confirmation, with the street  
17 address and telephone number Mintz used for this investigation redacted because the  
18 redacted information reflects confidential and proprietary business information. On  
19 October 21, 2014, a package addressed to me containing the TVpad device was  
20 received at a Mintz address in West Hills, California, and was then forwarded to my  
21 colleague Nicholas Braak in New York for review.  
22  
23  
24  
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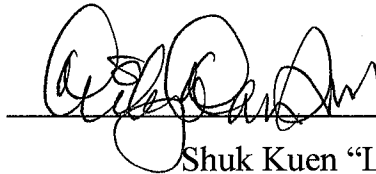
**Chart of TVpad Purchases**

36. In summary, I purchased TVpad devices from Defendants Club TVpad and Asha Media as follows:

Defendant (and website)	Date Purchased	Date Received	Cost	Shipped From	Shipped To
Asha Media (tvpad.com)	June 2, 2014	June 9, 2014	\$239.00	Bloomington, CA	New York, NY
	October 17, 2014	October 21, 2014	\$239.00	Bloomington, CA	West Hills, CA
Club TVpad (clubtvpad.com)	October 26, 2014	November 3, 2014	\$238.71	Dublin, CA	West Hills, CA

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 9<sup>th</sup> day of March 2015 in New York, New York.



Shuk Kuen "Lily" Lau

**TSANG DECLARATION**



**DECLARATION OF SAMUEL P. TSANG**

I, Samuel P. Tsang, declare as follows:

1. I am the Vice President, Operations for Plaintiff TVB Holdings (USA), Inc. (“TVB (USA)”). I have personal knowledge of the facts contained herein, and, if called upon as a witness, I could and would testify competently about these facts, except for those matters stated expressly upon information and belief, which matters are believed to be true. I make this declaration in support of Plaintiffs’ motion for a preliminary injunction.

2. I have worked for TVB (USA) in various roles since 2000. In 2002, I was promoted to Vice President. In my current role as Vice President, Operations, I am responsible for overseeing the functions of Subscription Sales and Customer Service, U.S. News Production, Television Production, Engineering, and Information Technology. As a result of my experience working for TVB (USA) since 2000 and in my different roles as Customer Service Manager, Vice President, Marketing, and now Vice President, Operations, I am familiar with TVB (USA)’s business, including its history as a company, its programming, its programming distribution models, and its agreements with other companies to distribute its television programming within the United States. I am also familiar with the TVpad device, the infringing television programming available on that device, and TVB (USA)’s investigation of the manufacturer and distributors of the TVpad.

**TVB (USA)’s Parent Company**

3. TVB (USA) is a wholly owned indirect subsidiary of Television Broadcasts Limited (“TVB”), the largest and most popular producer of Cantonese-language television programming in the world. In Hong Kong, TVB operates five over-the-air television channels—Jade, J2, Jade HD, iNews (Cantonese), and Pearl (English)—and 13 pay TV channels. TVB also has operations in Taiwan, owning

1 the popular TVBS, TVBS-News, and TVBS-G channels. (Hereafter, I shall refer to  
2 TVB's Hong Kong channels together with its Taiwan channels collectively as the  
3 "TVB Channels").

4 4. Under a series of written license agreements, TVB (USA) and its  
5 affiliates broadcast and distribute TVB programming in the United States.

6 **TVB's Television Programs**

7 5. TVB produces and distributes a wide variety of television  
8 programming including episodic dramas, comedies, news programs, sports, and  
9 other programs that are initially broadcast in Hong Kong and subsequently or  
10 simultaneously distributed internationally ("TVB Programs"). TVB Programs  
11 include the highly popular prime-time drama "Triumph in the Skies II," over 600  
12 episodes of the highly successful situation comedy "Come Home Love," and variety  
13 shows such as the Anniversary Gala and the Miss Hong Kong Pageant Final.

14 6. TVB spends substantial sums of money each year producing or  
15 acquiring rights to its content, including episodic dramas, sporting events, and news  
16 programs.

17 7. TVB's wholly owned subsidiary, TVBO Production Limited  
18 ("TVBO"), and TVBO's predecessor-in-interest, TVB (Overseas) Limited ("TVB  
19 (Overseas)"), have obtained United States copyright registrations for the television  
20 programs listed in Exhibit 92 (the "Registered TVB Programs"). The Registered  
21 TVB Programs are only a small subset of the total programming that TVB produces  
22 and that TVB (USA) and its affiliates distribute in the United States.

23 8. Under a co-production agreement, TVB and TVBO have agreed to co-  
24 produce TVB television programs and that the copyrights subsisting in the co-  
25 produced programs throughout the world except Hong Kong vest in and are owned  
26 by TVBO. TVBO, through its affiliate, TVBI Company Limited, has granted TVB  
27 (USA) the exclusive right to reproduce, publicly perform, and transmit TVB  
28 Programs in all media in the United States. In turn, TVB (USA) has sublicensed

1 certain of those rights to its affiliate, TVB (USA), Inc., which, in turn, has  
2 sublicensed certain rights to TVB Satellite Platform, Inc. (“TVB Satellite  
3 Platform”).

4 9. Although TVB (USA) has licensed certain rights in the United States,  
5 TVB (USA) retains and owns the exclusive rights to reproduce, publicly perform,  
6 and transmit TVB programming, including but not limited to the Registered TVB  
7 Programs, in the United States on platforms other than satellite and OTT (linear  
8 channel only).<sup>1</sup> These exclusive rights retained and owned by TVB (USA) include  
9 the exclusive rights to reproduce, publicly perform, and transmit TVB  
10 programming, including but not limited to the Registered TVB Programs, in the  
11 United States via Internet Protocol Television (IPTV)<sup>2</sup> and OTT in video-on-  
12 demand format.

13 **U.S. Distribution of TVB Programs Through Lawful Channels**

14 10. Certain TVB Programs that originally aired in Hong Kong are  
15 broadcast by TVB (USA) in the United States on the following channels: TVB1,  
16 TVB2, TVBe, TVB Pearl, TVBHD, TVB8, TVB Drama, TVBS, Jade SF, Jade NY,  
17 and Jade LA (collectively, the “TVB U.S. Channels”). TVB (USA)’s most popular  
18 television package is called the Jadeworld Package, which includes TVB1, TVB2,  
19 TVBe, and TVBS.

20 11. TVB (USA) and its affiliates distribute the TVB U.S. Channels and the  
21 TVB Programs carried on those channels through license agreements with a limited  
22 number of cable television systems, satellite television services, and other multi-  
23 channel distributors, including Plaintiff DISH Network L.L.C. (“DISH”), Time-  
24

25 <sup>1</sup> For purposes of this motion, “Over-the-Top” or “OTT” refers to the  
26 delivery of video programming using an Internet connection that is not owned,  
managed, or operated by the party delivering the programming (e.g., Netflix).

27 <sup>2</sup> For purposes of this motion, “IPTV” refers to electronic delivery of video  
28 programming via Internet protocol over a service provider’s own infrastructure  
(e.g., AT&T’s U-verse).

1 Warner Cable, Comcast Cable, AT&T U-Verse, and Verizon FiOs (collectively, the  
2 “U.S. Distribution Partners”). These U.S. Distribution Partners pay TVB (USA) or  
3 its affiliates licensing fees for the right to broadcast or transmit the TVB U.S.  
4 Channels and the TVB Programs carried on those channels to their customers in the  
5 United States.

6 12. In 2012, Plaintiff DISH entered into a license agreement with TVB  
7 Satellite Platform. Pursuant to the license agreement, DISH owns the exclusive  
8 right to transmit via satellite in the United States certain TVB U.S. Channels and the  
9 TVB Programs comprising those channels. The license agreement also grants to  
10 DISH the exclusive right to transmit certain TVB U.S. Channels and the TVB  
11 Programs comprising those channels in the United States via OTT television  
12 services, except for video-on-demand content.

13 13. The U.S. Distribution Partners carry various TVB U.S. Channels and  
14 TVB Programs, depending on the terms of their license agreements. In general,  
15 there is a twelve-hour delay (referring to the U.S. East Coast time schedule)  
16 between the first transmission of TVB Programs in Hong Kong and their initial  
17 retransmission in the United States on the TVB U.S. Channels. This delay accounts  
18 for the time difference between Asia and the United States and permits TVB  
19 Programs to air on TVB U.S. Channels at approximately the same time of day as  
20 they air in Asia. Thus, if a TVB Program is first transmitted in Hong Kong at 8PM  
21 local time, the same program generally will be aired in the United States twelve  
22 hours after that, *i.e.*, at 8PM Eastern time on the same calendar day.

23 14. The U.S. Distribution Partners charge their subscribers subscription  
24 fees to access one or more TVB U.S. Channels, including the Jadeworld Package,  
25 and the TVB Programs carried on those channels. Typically, the licensing  
26 agreements of TVB (USA) and its affiliates require that the U.S. Distribution  
27 Partners split some portion of their revenues from subscription fees with TVB  
28 (USA) or one of its affiliates.

15. TVB maintains a website at www.tvb.com through which consumers in Hong Kong can access some of its programming over the Internet. Only users with Hong Kong IP addresses can access this TVB programming because geo-blocking prevents users outside of Hong Kong from receiving anything other than certain promotional clips. This geo-blocking protects the exclusive copyright interests of TVB (USA) in the United States.

16. TVB has also launched several mobile applications, including myTV, GOTV, TVB News, TVB Finance, TVB Zone, TVB fun, and myEPG, which allow users to access streaming video of certain TVB Programs. Those applications are also geo-blocked outside of Hong Kong.

17. TVB (USA) spends substantial sums of money each year on the facilities, equipment, and the labor necessary to distribute the TVB U.S. Channels and TVB Programs in the United States. These costs include the costs associated with creating and maintaining a dedicated point-to-point data fiber from Hong Kong to Norwalk, California (where TVB (USA) is located); complex, state-of-the-art broadcasting systems; and expert personnel responsible for overseeing the process of creating a unique feed of TVB programming for distribution in the United States, editing those programs, and overseeing the technical logistics of that distribution.

**Infringement of TVB Channels and TVB Programs  
Through the TVpad Retransmission Service**

18. As part of my job responsibilities, I have led TVB (USA)'s investigation of the TVpad device and the unlicensed international television programming accessible to U.S. consumers through the TVpad device (the "TVpad Retransmission Service").<sup>3</sup> I personally have inspected several TVpad devices

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<sup>3</sup> TVB (USA) previously filed a lawsuit against Tai Lake Communication Inc., a Los Angeles distributor of the TVpad device, alleging violations of the anti-circumvention provisions of the Digital Millennium Copyright Act, contributory copyright infringement, false endorsement under the Lanham Act, and unfair competition. *See TVB Holdings (USA), Inc. v. Tai Lake Communication Inc.*, 12-cv-9809 (C.D. Cal.). The *Tai Lake* case was stayed by Tai Lake's bankruptcy.

1 acquired by TVB (USA) in the course of its investigation. In addition, I personally  
2 have viewed the streamed video content delivered by the TVpad Retransmission  
3 Service. Also, I personally have inspected the software applications or “apps”  
4 available through the TVpad device’s “TVpad Store” to determine which apps  
5 illegally stream TVB Channels and TVB Programs without authorization.

6 19. In June 2014, TVB (USA) and DISH joined co-Plaintiffs China Central  
7 Television (“CCTV”) and China International Communications Co., Ltd. (“CICC”)  
8 in their anti-piracy efforts involving the TVpad device and the TVpad  
9 Retransmission Service, including working with the Mintz Group, Inc. (“Mintz”) in  
10 its private investigation.

11 20. The TVpad device is a set-top box. When a TVpad user connects the  
12 TVpad device to the Internet and then to a television, apps downloaded from the  
13 device’s TVpad Store stream television channels and programs from Asia to the  
14 user in the United States for viewing. There are currently two models of the TVpad  
15 device—TVpad3 and TVpad4—that are being sold to consumers in the United  
16 States.

17 21. Based on TVB (USA)’s own investigation, as well as Mintz’s  
18 investigation in preparation for this lawsuit, I know that infringing applications  
19 available through the TVpad Store on the TVpad device provide television content  
20 to TVpad customers by capturing TVB Channels from Hong Kong and Taiwan, as  
21 well as capturing other Asian television programming from China, Korea, Japan,  
22 and Vietnam, and streaming that pirated content to TVpad users in the United  
23 States.

24 22. Some TVpad applications stream live broadcasts of TVB Channels  
25 from Asia at the same time they air in Asia. (I shall hereafter refer to this

26  
27 Thereafter, TVB filed suit against Tai Lake’s principal, Kenny Chen, alleging the  
28 same claims. *TVB Holdings (USA), Inc. v. Kenny Chen*, 2:14-cv-03064 (C.D. Cal.).  
The *Chen* case recently settled.




1 application function as the “live” function.) Some TVpad applications stream  
2 broadcasts of TVB Channels from Asia with a 12-hour time delay from the time  
3 they air in Asia. (I shall hereafter refer to this application function as the “time-  
4 shift” function.) Some TVpad applications also permit users of the TVpad device to  
5 play broadcasts of TVB Channels from Asia for up to three days after they air in  
6 Asia. (I shall hereafter refer to this application function as the “replay live”  
7 function.) Finally, some TVpad applications stream previously aired TVB  
8 Programs “on-demand.” (I shall hereafter refer to this TVpad function as the  
9 “video-on-demand” function.) I shall refer collectively to the TVpad applications  
10 that stream TVB Channels and TVB Programs without authorization as the  
11 “Infringing TVpad Apps”.

12 23. Neither TVB (USA) nor any of its affiliates have granted the  
13 Defendants in this action or any other party a license or other permission to  
14 perform, stream, transmit, reproduce, display, exhibit, or distribute TVB Channels  
15 or TVB Programs through the Infringing TVpad Apps in the United States, and  
16 TVB (USA) and its affiliates receive no revenue for this unauthorized streaming.

17 24. Through my own investigation of the TVpad device and consultation  
18 with Mintz, TVB (USA) has identified the following Infringing TVpad Apps with  
19 live, time-shift, video-on-demand, and/or replay live functions that stream the  
20 following TVB Channels and TVB Programs to TVpad users in the United States  
21 without authorization:  
22  
23  
24  
25  
26  
27  
28

	TVpad3	TVpad4
Infringing TVpad App and icon	TVB's Programming and Mode	TVB's Programming and Mode
<p>粵海時移 (Yue Hai Shi Yi)</p> 	JADE HD, JADE (both time-shifted by 12 hours)	JADE HD, JADE (both time-shifted by 12 hours)
<p>粵海寬頻 (Yue Hai Kuan Pin)</p> 	JADE HD, JADE HD, J2, JADE, PEARL, iNews (all live)	
<p>粵海寬頻2 (Yue Hai Kuan Pin 2)</p> 	JADE HD, JADE, J2 (Live and replay live) PEARL, iNews (live)	
<p>港粵網絡電視 (Gang Yue Wang Luo Dian Shi)</p> 	<p>JADE HD, JADE, J2 (live and replay live); PEARL, iNews (live)</p> <p>TVB programs on demand</p>	<p>JADE HD, JADE, J2, PEARL (live and replay live); iNews (live)</p> <p>TVB programs on demand</p>

	TVpad3	TVpad4
Infringing TVpad App and icon	TVB's Programming and Mode	TVB's Programming and Mode
<p>粵海直播 (Yue Hai Zhi Bo)</p> 	iNews, J2, PEARL, JADE, JADE HD (live)	
<p>516TV</p> 	TVBS (live)	
<p>516網路電視 (516 Online TV)</p> 	TVBS (live)	TVBS (live) TVBS News (live)
<p>HITV</p> 	JADE HD, J2, JADE, PEARL, iNews (live)	
<p>港粵快看 (Gang Yue Kuai Kan)</p> 	TVB programs on demand	

	TVpad3	TVpad4
Infringing TVpad App and icon	TVB's Programming and Mode	TVB's Programming and Mode
港台武俠 (G ang Tai Wu Xia) 	TVB programs on demand	TVB programs on demand

25. One of the Mintz investigators with whom TVB (USA) has worked as part of our TVpad investigation is Nicholas Braak. As detailed in the accompanying Braak Declaration, which I have reviewed, between September 29 and October 9, 2014, Mr. Braak recorded infringing public performances of 23 episodes of TVB Programs streamed through certain of the Infringing TVpad Apps in live, time-shift, and replay live modes. TVBO has United States copyright registrations for those 23 episodes of TVB Programs. *See* Exhibit 92, part 1, entitled "Registered TVB Programs (Live)," for a list of those 23 Registered TVB Programs. The unauthorized streaming of these 23 Registered TVB Programs represent only a small fraction of the infringing public performances of TVB Programs transmitted without authorization through the TVpad. Each and every day, 24 hours a day, the Infringing TVpad Apps stream to U.S. TVpad users all of the copyrighted content on TVB Channels from Asia without permission and without any fees being paid to TVB (USA) or the U.S. Distribution Partners.

26. In October and November 2014, I personally reviewed the infringing Gang Yue Kuai Kan app, Gang Yue Wang Luo Dian Shi app, and Gang Tai Wu Xia apps (collectively, the "VOD Apps") using a TVpad3 device in TVB (USA)'s office in Norwalk, California, and in my home in Irvine, California. The purpose of

1 my review was to determine which TVB Programs the VOD Apps offer for video-  
2 on-demand streaming in the United States. I opened each VOD App and personally  
3 observed what TVB series and episodes were available for streaming by that VOD  
4 App. I took photographs of what appeared on the television screen, documenting  
5 the TVB program titles and episodes available on each of the VOD Apps. Attached  
6 hereto as Exhibit 93 are true and correct copies of the photographs I took during my  
7 review of the VOD Apps.

8 27. Because of the large number of TVB Programs offered for video-on-  
9 demand streaming through the VOD Apps, I did not open and stream each and  
10 every TVB episode offered by those apps. Instead, I spot checked the streaming  
11 function of the infringing VOD Apps by streaming and recording portions of  
12 episodes of certain TVB Programs. I personally observed and recorded excerpts of  
13 a total of 406 episodes of TVB Programs for which TVBO and TVB (Overseas)  
14 have U.S. copyright registrations. See Exhibit 92, part 2, entitled "Registered TVB  
15 Programs (VOD)," for a list of those 406 Registered TVB Programs.

16 **Irreparable Harm to TVB (USA)'s Business**

17 28. Defendants' infringing conduct in providing, inducing, and facilitating  
18 unauthorized streaming of TVB Channels and TVB Programs in the United States  
19 has caused and, unless enjoined, will continue to cause serious and irreparable  
20 injury to TVB (USA) in at least the following ways, all of which are inherently and  
21 practically difficult to measure.

22 29. First, Defendants' infringing conduct in providing and facilitating  
23 unauthorized streaming of TVB Channels and TVB Programs significantly reduces  
24 a valuable revenue stream to TVB (USA) and its affiliates. Through the TVpad  
25 Retransmission Service, Defendants compete directly with TVB (USA) and its U.S.  
26 Distribution Partners in distributing TVB Channels and TVB Programs in the  
27 United States. In substance, Defendants are operating a wholly unauthorized and  
28 free TVB retransmission service in the United States. This has caused and will

1 continue to cause TVB (USA)'s U.S. Distribution Partners to lose an unknown  
2 number of subscribers who otherwise would be willing to pay subscription fees for  
3 access to TVB U.S. Channels and TVB Programs. When the U.S. Distribution  
4 Partners lose paying subscribers, it reduces the licensing revenues that TVB (USA)  
5 and its affiliates receive from the U.S. Distribution Partners because revenue  
6 payments are based on the number of their subscribers who subscribe to TVB U.S.  
7 Channels or packages.

8 30. Although it is difficult to calculate the amount of revenue TVB (USA)  
9 has lost in this way because Plaintiffs do not know how many customers TVB  
10 (USA)'s U.S. Distribution Partners have lost as a result of Defendants' unlawful  
11 activities, I can explain the magnitude of the loss based on my knowledge and  
12 experience. Prior to the launch of TVpad in 2011, TVB (USA)'s U.S. distribution  
13 revenue had been increasing every year. But since the launch of the TVpad device,  
14 our annual U.S. distribution revenue has been dropping, especially in the last two  
15 years. From 2011 to December 2014, our U.S. distribution revenue has decreased  
16 by more than 40%, totaling millions of dollars in lost revenues.

17 31. I have personally observed the popularity of the TVpad device. I know  
18 many Chinese-Americans who have purchased a TVpad device to watch TVB  
19 programming. I have also observed that U.S. TVpad distributors advertise the  
20 TVpad device in major Chinese-language newspapers in the United States, online,  
21 and at events in the Chinese-American community. Based on my personal  
22 experience, my understanding of the ethnic Chinese television market in the United  
23 States, and my experience working for TVB(USA), I conclude that a substantial  
24 factor in the precipitous drop in our subscriber base has been and continues to be  
25 unfair competition from the TVpad device and TVpad Retransmission Service,  
26 which can (and do) make TVB programming available to U.S. customers with no  
27 monthly fees solely because Defendants do not pay program license fees to us or  
28 anyone else. As noted above, it is difficult to calculate the amount of revenue TVB



1 (USA) has lost in this way because we do not know how many subscribers and  
2 prospective subscribers TVB (USA) has lost due to the TVpad device and TVpad  
3 Retransmission Service.

4 32. In addition, by providing the live, time-shift, video-on-demand, and  
5 replay live functions found in the Infringing TVpad Apps, the TVpad device  
6 basically encompasses all the different functions there are to allow any TVpad user  
7 to watch TVB Channels and TVB Programs at any time the user desires. Each of  
8 these functions represents a potential revenue stream to TVB (USA), but  
9 Defendants have usurped this legitimate market. This unfair competition  
10 undermines TVB (USA)'s U.S. Distribution Partners' competitive position in the  
11 market, and thus diminishes TVB (USA)'s existing as well as potential revenue.  
12 The precise scope of the harm is difficult to quantify, but I am certain that the  
13 magnitude of the harm has already affected TVB (USA)'s stability and standing in  
14 the market.

15 33. Second, Defendants' infringing conduct in providing and facilitating  
16 unauthorized streaming undermines TVB (USA)'s strategic choices about where,  
17 when, and how to distribute its programs, particularly because TVB (USA) has  
18 chosen to limit distribution of TVB programming to a small number of U.S.  
19 Distribution Partners. TVB (USA) also carefully controls the timing and location of  
20 the distribution of TVB's television programs in the United States to create the  
21 maximum incentive for U.S. customers to purchase access to TVB U.S. Channels  
22 through their cable, satellite, or telecommunications providers.

23 34. For example, in the United States, TVB (USA) generally broadcasts its  
24 popular dramas based on the East Coast time schedule approximately twelve hours  
25 after they first air in Hong Kong, so that United States viewers may watch new  
26 episodes during the traditional prime time scheduling block between 6PM and  
27 11PM on weeknights. In turn, our U.S. Distribution Partners value the right to  
28 broadcast new episodes in this prime time scheduling block. These U.S.

1 Distribution Partners rely on the understanding that, in their particular time zone,  
2 they—along with other authorized U.S. Distribution Partners—all will air a new  
3 episode at exactly the same time so that their customers get access to fresh, timely  
4 content at the same time as their competitors’ customers. This is particularly  
5 important for TVB’s popular dramas, many of which are “cliff hangers” that create  
6 a great deal of anticipation and excitement from episode to episode.

7 35. By streaming live broadcasts of TVB Channels from Asia at the same  
8 time those broadcasts air in Asia, Defendants destroy TVB (USA)’s programming  
9 strategies and upset the legitimate expectations of our U.S. Distribution Partners.  
10 For example, if a popular drama airs at 8PM on TVB’s Jade Channel in Hong  
11 Kong, the Infringing TVpad Apps that stream live television will show that TVB  
12 drama at approximately 4AM Los Angeles time. A TVpad user living in Los  
13 Angeles can watch the TVB drama at 4AM rather than having to wait until later that  
14 day to see the show on an authorized TVB U.S. Channel. Equally damaging, the  
15 TVpad user in Los Angeles could use an Infringing Application with a replay live  
16 function or video-on-demand function to watch the show at a more convenient  
17 time—for example, the following morning or during a break from work the next  
18 day—but still several hours before the show is aired on a TVB U.S. Channel by one  
19 of our authorized U.S. Distribution Partners.

20 36. In addition, Defendants’ unlawful conduct deprives TVB (USA) of its  
21 right not to retransmit the TVB Channels in the United States in their original form,  
22 as well as to limit or curate the TVB Programs that will air in the United States.  
23 TVB (USA) does not distribute all of the programming from TVB’s Hong-Kong  
24 and Taiwan channels in the United States, and for that reason it creates a unique  
25 feed for the TVB U.S. Channels. TVB (USA) carefully chooses the content  
26 distributed on the TVB U.S. Channels to fit the tastes of the U.S. market.  
27 Defendants’ unauthorized streaming of all TVB Channels and TVB Programs aired  
28 in Asia deprives TVB (USA) of its ability to curate its television programming for a

1 United States audience. This loss of control threatens to hurt TVB (USA)'s  
2 goodwill with U.S. audiences and U.S. Distribution Partners, and the precise scope  
3 of the harm is difficult to quantify.

4 37. Third, Defendants' unlawful conduct significantly reduces the value of  
5 video-on-demand rights that TVB (USA) can offer its U.S. Distribution Partners. In  
6 addition to licensing the TVB U.S. Channels, TVB (USA) can also license to cable,  
7 satellite, and other television providers the right to offer subscribers access to either  
8 previously aired TVB Programs or classic/popular TVB Programs for "on demand"  
9 viewing on standard televisions and mobile devices. The free availability in the  
10 TVpad Store of Infringing TVpad Apps that provide a video-on-demand function  
11 undermines TVB (USA)'s ability to grant a lucrative exclusive license for video-on-  
12 demand content because our prospective licensees' potential customers can get the  
13 same video-on-demand service through the TVpad for free.

14 38. Fourth, Defendants' infringing conduct in providing and facilitating  
15 unauthorized streaming of TVB Channels and TVB Programs in the United States  
16 interferes with TVB (USA)'s ability to develop and exploit a lawful market for  
17 Internet distribution of its television programs in the United States. As noted above,  
18 DISH is our U.S. Distribution Partner for delivery of TVB content to subscribers  
19 via OTT (linear) streaming over the Internet. The TVpad Retransmission Service  
20 competes directly with DISH's Internet-based streaming service (called  
21 "DishWorld," soon to be rebranded as "Sling International") because of the  
22 similarity of the technology, damaging TVB (USA)'s relationship and goodwill  
23 with DISH. In addition, the TVpad Retransmission Service threatens to confuse  
24 consumers about Internet-based distribution channels more generally, including  
25 about what constitutes lawful Internet-based exploitation and whether payment is  
26 required for access to TVB Channels and TVB Programs through the Internet.

27 39. Fifth, Defendants' infringing conduct in providing and facilitating  
28 unauthorized streaming of TVB Channels and TVB Programs in the United States

1 threatens TVB (USA)'s ability to negotiate favorable license agreements with its  
2 U.S. Distribution Partners in the United States. As noted above, our U.S.  
3 Distribution Partners pay fees to TVB (USA) and its affiliates for the right to  
4 transmit TVB U.S. Channels and certain TVB Programs in the United States. As  
5 further noted above, Defendants' unauthorized streaming of TVB Programs in the  
6 United States competes directly with our U.S. Distribution Partners, potentially  
7 undercutting the value of their license agreements. If Defendants are permitted to  
8 continue competing directly with our U.S. Distribution Partners by illegally stealing  
9 and streaming TVB's own content, it inevitably will reduce the amount that U.S.  
10 Distribution Partners are willing to pay TVB (USA) and its affiliates, thereby  
11 significantly reducing TVB (USA)'s revenues through license agreements for  
12 retransmission in the United States.

13 40. In addition, the unlicensed availability of TVB Channels and TVB  
14 Programs undermines TVB (USA)'s relationships with its U.S. Distribution  
15 Partners and damages TVB (USA)'s goodwill with them.

16 41. Sixth, Defendants' infringing conduct impairs TVB (USA)'s brand,  
17 reputation, and goodwill with consumers by associating TVB programming with  
18 poor quality viewing experiences on the TVpad device. TVB (USA) takes steps to  
19 safeguard its reputation with respect to the quality of the viewing experience that  
20 viewers can expect when they watch TVB Channels and TVB Programs. Many of  
21 the license agreements that TVB (USA) and its affiliates have with U.S.  
22 Distribution Partners require that certain quality standards be met. TVB (USA) has  
23 no contract with any of the Defendants and therefore lacks any way to ensure that  
24 they provide viewers with a quality viewing experience. As set forth in detail in the  
25 accompanying Braak Declaration, which I have reviewed, Mintz investigators have  
26 documented numerous problems with the TVpad viewing experience. In addition,  
27 Mintz investigators have reviewed popular TVpad forums and discovered that  
28 posters on those forums frequently complain about technical problems with the

1 TVpad device, including poor image quality and interruptions in service.  
2 Associating TVB Channels and TVB Programs with Defendants' poor-quality  
3 TVpad service threatens to harm TVB (USA)'s brand and reputation, depriving it of  
4 customer goodwill. The harm associated with this injury to reputation and loss of  
5 customer goodwill is difficult to quantify.

6 42. In short, through their infringing activity, Defendants have stripped  
7 TVB (USA) of control over its own copyrighted works and use those same  
8 copyrighted works to compete directly with TVB (USA) and its U.S. Distribution  
9 Partners, injuring their business models and depriving them of customer goodwill,  
10 causing TVB (USA) harm that is virtually impossible to calculate or quantify.

11  
12 I declare under penalty of perjury under the laws of the United States of America  
13 that the foregoing is true and correct.

14 Executed this 13<sup>th</sup> day of March, 2015.

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17 Samuel P. Tsang  
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**LU DECLARATION**



**DECLARATION OF CHUNGUANG LU**

I, Chunguang Lu, declare as follows:

1. I am the President of Plaintiff China International Communications Co., Ltd. (“CICC”), an affiliate of Plaintiff China Central Television (“CCTV”). I have personal knowledge of the facts contained herein, and, if called upon as a witness, I could and would testify competently about these facts, except for those matters stated expressly upon information and belief, which matters are believed to be true. I make this declaration in support of Plaintiffs’ motion for a preliminary injunction.

2. I have worked for CICC in various roles since 2006. In 2013, I was promoted to President. In my role as President, I am responsible for overseeing the entire business operations of CICC, including marketing, customer relations, and licensing relationships with CICC’s distribution partners. As a result of my experience working for CICC since 2006 and in my role as President, I am familiar with CICC’s business and history as a company, and its licensing of CCTV programming in the United States. I am also familiar with the TVpad device, the infringing television programming available on that device, and CICC’s investigation of the manufacturers and distributors of the TVpad device.

**CCTV’s Business**

3. Plaintiff CCTV is the predominant state television broadcaster in mainland China. CCTV has 42 television channels. CCTV’s flagship over-the-air channels in China are CCTV1 through CCTV14 (collectively, the “CCTV Channels”). CCTV’s television programming reaches more than a billion viewers, more than every major television network in the United States and Europe combined. CCTV is China’s most influential and prolific television program producer, creating and broadcasting a wide variety of television programs, including news, dramas, comedies, sports, documentaries, and entertainment programming. In addition to its

1 television programs, CCTV has also built up a multimedia broadcasting platform and  
2 business operation, which includes movies, newspapers, and the Internet.

3 4. CICC is a wholly owned subsidiary of China International Television  
4 Corporation (“CITVC”), which, in turn, is a wholly owned subsidiary of CCTV.  
5 CICC is responsible for the overseas distribution and promotion of CCTV’s “Great  
6 Wall Package.”

7 5. CCTV’s Great Wall Package consists of programming from 22 Chinese  
8 television channels including the following CCTV channels: CCTV-4, CCTV-E,  
9 CCTV-Entertainment, CCTV-News, CCTV Movies (distributed as “China Movie  
10 Channel (CMC)”), and CCTV-Opera. CICC licenses and distributes the Great Wall  
11 Package in the United States, Canada, Latin America, Asia, Europe and Southeast  
12 Asia. The Great Wall Package is the only package of Chinese television programs  
13 approved for overseas broadcast by China’s State Administration of Radio Film and  
14 Television. (Hereafter, I shall refer to the CCTV channels included in the Great Wall  
15 Package, as distributed in the United States, collectively as the “CCTV U.S.  
16 Channels”.)

### 17 **CCTV’s Television Programs**

18 6. CCTV produces, distributes, and owns the copyrights to a wide variety  
19 of television programming, including episodic dramas, comedies, news programs,  
20 sports, and other programs that are initially broadcast in China (“CCTV Programs”).  
21 CCTV Programs include episodes of highly successful programs such as “Across the  
22 Strait,” “Star Walk,” and “Art Life.”

23 7. CCTV spends substantial sums of money each year producing or  
24 acquiring rights to its content, including episodic dramas, sporting events, and news  
25 programs. CCTV and its affiliates spend millions of dollars a year advertising and  
26 promoting CCTV Programs.

27 8. CCTV has obtained United States copyright registrations for the  
28 television programs listed in Exhibit 94 (collectively, the “Registered CCTV

1 Programs”). The Registered CCTV Programs are only a small subset of the total  
2 programming that CCTV produces and distributes internationally, including in the  
3 United States.

4 **Distribution of CCTV Programs Through Lawful Channels**

5 9. On behalf of CCTV, CICC distributes the Great Wall Package in the  
6 United States through three authorized distribution partners: Plaintiff DISH Network  
7 L.L.C. (“DISH”), iTalk TV, and Kylin TV (collectively, the “Authorized U.S.  
8 Providers”). DISH is a satellite television and “Over-the-Top” (OTT)<sup>1</sup> services  
9 provider of the Great Wall Package. iTalk TV and Kylin TV are OTT providers of  
10 the Great Wall Package.

11 10. On behalf of CCTV, CICC enters into license agreements with the  
12 Authorized U.S. Providers that give the Authorized U.S. Providers the right to  
13 transmit the Great Wall Package, including the CCTV U.S. Channels and the CCTV  
14 programs carried on those channels, in the United States. The Authorized U.S.  
15 Providers pay CICC licensing fees for the right to transmit CCTV U.S. Channels and  
16 certain CCTV Programs to their customers. A portion of the licensing fees that CICC  
17 receives from the Authorized U.S. Providers are then paid to CCTV.

18 11. Although CICC licenses certain rights to CCTV programming in the  
19 United States, CCTV retains and owns the exclusive right to reproduce, publicly  
20 perform, and transmit CCTV channels and programs over the Internet in the United  
21 States.

22 12. In 2004, Plaintiff DISH’s predecessor-in-interest, EchoStar Satellite  
23 L.L.C., entered into a license agreement with CITVC, which at the time handled U.S.  
24 licensing of CCTV television programs before CICC took responsibility for that role.

25  
26  
27 <sup>1</sup> For purposes of this motion, “Over-the-Top” or “OTT” refers to the delivery  
28 of video programming using an Internet connection that is not owned, managed, or  
operated by the party delivering the programming (e.g., Netflix).

1 That license agreement granted to EchoStar the exclusive right to transmit CCTV's  
2 Great Wall Package in the United States via satellite.

3 13. DISH and CICC, as successors-in-interest to the original parties to the  
4 licensing agreement, have amended and renewed this licensing agreement  
5 periodically since 2004. Under the license agreement, as amended, DISH continues  
6 to own the exclusive right to transmit the Great Wall Package via satellite in the  
7 United States. In 2008, CICC also granted DISH the non-exclusive right to distribute  
8 the Great Wall Package via OTT television in the United States.

9 14. Only a small subset of all CCTV Programs that air in China are  
10 retransmitted on the CCTV U.S. Channels. For those programs, generally there is at  
11 least a twelve-hour delay between the first transmission of a CCTV Program in China  
12 and its initial retransmission in the United States on the CCTV U.S. Channels. This  
13 delay accounts for the time difference between China and the East Coast of the  
14 United States and permits CCTV Programs to air on the CCTV U.S. Channels at  
15 approximately the same time of day as they air in China.

16 15. The Authorized U.S. Providers in the United States charge their  
17 subscribers subscription fees to access the Great Wall Package. Typically, CICC's  
18 licensing agreements require the Authorized U.S. Providers to split some portion of  
19 their revenues from subscription fees with CICC.

20 16. Another CCTV affiliate, China Network Television (CNTV), streams  
21 CCTV television programming over the Internet from its website at <http://tv.cntv.cn/>.  
22 CNTV's webcasts offer interactive audiovisual services, integrating features of  
23 Internet-based operations with those of television programming. These include live  
24 video, video-on-demand, file upload, search and videocast services that make CNTV  
25 a popular online video platform for public information and entertainment.

26 17. CNTV also distributes a number of mobile applications that offer  
27 streaming video of certain CCTV Programs, including CCTV SPORTS and CCTV  
28

1 NEWS. CNTV makes these apps available for download through the iTunes and  
2 Google Play stores, among other authorized sites.

3 18. CICC spends substantial sums of money each year on the facilities,  
4 equipment, and labor necessary to distribute the CCTV U.S. Channels and CCTV  
5 Programs in the United States. These costs include system building, satellite  
6 transponder rent, system maintenance, equipment purchases, and labor.

7 **Infringement of CCTV Channels and CCTV Programs**  
8 **Through the TVpad Retransmission Service**

9 19. In 2014, CCTV and CICC retained the Mintz Group, Inc. (“Mintz”), a  
10 global private investigation company, to investigate Defendants’ operations and to  
11 conduct forensic analysis of the TVpad device and of the unlicensed international  
12 television programming accessible to U.S. consumers through the TVpad device (the  
13 “TVpad Retransmission Service”). Thereafter, TVB Holdings (USA), Inc. and DISH  
14 joined CCTV and CICC in their anti-piracy efforts involving the TVpad device and  
15 the TVpad Retransmission Service.

16 20. The TVpad device is a set-top box. When a user connects the TVpad  
17 device to both the Internet and a television, applications or “apps” available through  
18 a built-in software application called the “TVpad Store” on the TVpad device permit  
19 the user to view streaming television programs in the United States. There are  
20 currently two TVpad models—TVpad3 and TVpad4—that are being sold to  
21 consumers in the United States.

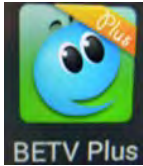
22 21. Based on Mintz’s investigation, I understand that infringing applications  
23 available through the TVpad Store on the TVpad device intercept CCTV Channels  
24 and CCTV Programs from mainland China, as well as other television programming  
25 from Asia, and stream that pirated content to TVpad users in the United States and  
26 elsewhere around the world.

27 22. Based on Mintz’s investigation, I know that some TVpad applications  
28 stream live broadcasts of CCTV Channels from China at the same time they air in

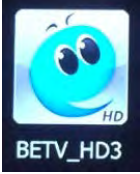
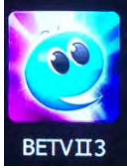
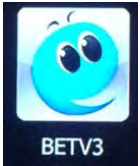

China. (I shall hereafter refer to this application function as the “live” function.)  
Some TVpad applications permit users of the TVpad device to play broadcasts of  
CCTV Channels from China for up to three days after they air in China. (I shall  
hereafter refer to this application function as the “replay live” function.) I shall refer  
collectively to the TVpad applications that stream CCTV Channels and CCTV  
Programs without authorization as the “Infringing TVpad Apps”.


23. None of CICC, CCTV, or any of their affiliates have granted the  
Defendants in this action or any other party a license or other permission to stream,  
transmit or retransmit, or otherwise display, exhibit, perform, copy, and/or distribute  
CCTV Channels or CCTV Programs through the Infringing TVpad Apps in the  
United States, and CCTV and CCCCC receive no revenue for this unauthorized  
streaming.

24. In consultation with Mintz, CICC has identified the following Infringing  
TVpad Apps with live and/or replay live functions that stream the following CCTV  
Channels to TVpad users in the United States without authorization:

	TVpad3	TVpad4
Infringing TVpad App and icon	CCTV’s Programming and Mode	CCTV’s Programming and Mode
<p>BETV PLUS</p> 		<p>CCTV 1 (live &amp; replay live), CCTV 2 (live), CCTV 3 (live &amp; replay live), CCTV 4 (live &amp; replay live), CCTV6 (live &amp; replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live &amp; replay live), CCTV14 (live &amp; replay live)</p>



	TVpad3	TVpad4
Infringing TVpad App and icon	CCTV's Programming and Mode	CCTV's Programming and Mode
<p>BETV_HD</p> 	<p>CCTV 1 HD (live), CCTV 5 HD (live)</p>	
<p>BETV II</p> 	<p>CCTV 1 (live &amp; replay live), CCTV 2 (live), CCTV 3 (live &amp; replay live), CCTV 4 (live &amp; replay live), CCTV 5 (live &amp; replay live), CCTV 5+ (live), CCTV6 (live &amp; replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live &amp; replay live), CCTV14 (live &amp; replay live), CCTV风云足球 (CCTV fengyun soccer) (live)</p>	
<p>BETV</p> 	<p>CCTV 1, CCTV 2, CCTV 3, CCTV 4, CCTV 5+, CCTV6, CCTV 10, CCTV 11, CCTV12, CCTV13, CCTV14, CCTV风云足球 (CCTV fengyun soccer) (all live)</p>	
<p>516網路電視(516 Online TV)</p> 	<p>CCTV4 (live)</p>	<p>CCTV4 (live)</p>

	TVpad3	TVpad4
Infringing TVpad App and icon	CCTV's Programming and Mode	CCTV's Programming and Mode
体育online (Sport Online) 	CCTV 1, CCTV 5, CCTV 5+, CCTV 风云足球 (CCTV fengyun soccer) (all live)	CCTV 5, CCTV 5+, CCTV 风云足球 (CCTV fengyun soccer), CCTV 高尔夫, 网球 (CCTV Golf/ Tennis) (all live)

25. One of the Mintz investigators with whom CICC has worked is Nicholas Braak. As detailed in the accompanying Braak Declaration, between September 29 and October 9, 2014, Mr. Braak recorded infringing public performances of 30 episodes of CCTV Programs streamed through these Infringing TVpad Apps on the TVpad device. CCTV has obtained United States copyright registrations for those 30 episodes. *See* Exhibit 94 for the list of Registered CCTV Programs. Based on Mintz's investigation, I know that the unauthorized streaming of the 30 Registered CCTV Programs represents only a small fraction of the infringing public performances of CCTV Programs transmitted without authorization through the TVpad device. Each and every day, 24 hours a day, these Infringing TVpad Apps on the TVpad device stream to U.S. TVpad users all of the copyrighted content on the CCTV Channels from China without authorization and without any fees being paid to CCTV or its Authorized U.S. Providers.

#### **Irreparable Harm to CICC's and CCTV's Business**

26. Defendants' infringing conduct in providing and facilitating unauthorized streaming of CCTV Channels and CCTV Programs in the United States has caused and, unless enjoined, will continue to cause serious and irreparable injury

1 to CCTV and CICC in at least the following ways, all of which are inherently and  
2 practically difficult to measure.

3 27. First, Defendants' infringing conduct in providing and facilitating  
4 unauthorized streaming of CCTV Channels and CCTV Programs significantly  
5 reduces a valuable revenue stream to CCTV and CICC. Through the TVpad  
6 Retransmission Service, Defendants compete directly with CCTV, CICC, and their  
7 Authorized U.S. Providers in distributing the Great Wall Package in the United  
8 States. This has caused and will continue to cause CCTV's Authorized U.S.  
9 Providers to lose an unknown number of subscribers who otherwise would be willing  
10 to pay subscription fees for access to the Great Wall Package. When the Authorized  
11 U.S. Providers lose paying subscribers, it reduces the licensing revenues that CICC  
12 and CCTV receive from the Authorized U.S. Providers, which revenue payments are  
13 based on the number of their subscribers who subscribe to the Great Wall Package.

14 28. It is difficult to calculate the amount of U.S. licensing revenue CICC  
15 and CCTV have lost because Plaintiffs do not know how many subscribers and  
16 potential subscribers to the Great Wall Package the Authorized U.S. Providers have  
17 lost as a result of Defendants' unlawful activities. However, based on my experience  
18 and understanding of our business, the revenue losses suffered by CCTV and CICC  
19 have been substantial. Since the launch of the TVpad device in 2011, CICC's annual  
20 U.S. licensing revenue has decreased by 41%, totaling millions of dollars in lost  
21 revenues. Based on my knowledge and experience as President of CICC, I conclude  
22 that a substantial factor in this decline in our subscriber base has been and continues  
23 to be unfair competition from the TVpad Retransmission Service, which provides  
24 pirated CCTV programming to TVpad users for free without paying program license  
25 fees to CCTV, CICC, or anyone else.

26 29. Second, Defendants' infringing conduct in providing and facilitating  
27 unauthorized streaming of CCTV Channels and CCTV Programs in the United States  
28 threatens CICC's ability to negotiate favorable license agreements on behalf of

1 CCTV with the Authorized U.S. Providers and other distributors in the United States.  
2 As noted above, the Authorized U.S. Providers pay fees to CICC for the right to  
3 transmit the Great Wall Package. As noted above, the TVpad Retransmission  
4 Service competes directly with the Authorized U.S. Providers, potentially  
5 undercutting the value of their license agreements. If Defendants are permitted to  
6 continue competing directly with the Authorized U.S. Providers using CCTV's own  
7 content, it will reduce the amount that Authorized U.S. Providers are willing to pay  
8 CICC, thereby significantly reducing the revenues received by CICC and CCTV  
9 through license agreements for retransmission in the United States.

10 30. In addition, the unlicensed availability of CCTV Channels and CCTV  
11 Programs undermines CCTV's and CICC's relationships with the Authorized U.S.  
12 Providers and damages our goodwill with them.

13 31. Third, Defendants' infringing conduct undermines CICC's and CCTV's  
14 strategic choices about where, when, and how to distribute their programs,  
15 particularly because CCTV and CICC have chosen to limit distribution of CCTV  
16 programming to a small number of Authorized U.S. Providers. This loss of control  
17 harms CCTV's and CICC's goodwill with U.S. audiences and the Authorized U.S.  
18 Providers. CICC carefully controls the timing and location of the distribution of  
19 CCTV Programs in foreign markets, including the United States, to create the  
20 maximum incentive for customers in those markets to purchase access to the Great  
21 Wall Package through the Authorized U.S. Providers.

22 32. For example, in the United States, CCTV's popular television shows are  
23 generally retransmitted approximately twelve hours after they first air in China, so  
24 that United States viewers can watch new episodes during the traditional prime time  
25 scheduling block between 6PM and 10PM on weeknights. In turn, the Authorized  
26 U.S. Providers in the United States value the right to retransmit new episodes in this  
27 prime time scheduling block. The Authorized U.S. Providers rely on the  
28 understanding that, in their particular time zone, they—along with other Authorized

1 U.S. Providers—all will air a new episode at exactly the same time so that their  
2 customers get access to fresh, timely content at the same time as their competitors’  
3 customers.

4 33. By streaming live broadcasts of CCTV Channels from China at the same  
5 time as those broadcasts air in China, the TVpad Retransmission Service upsets the  
6 legitimate expectations of the Authorized U.S. Providers by preemptively  
7 retransmitting CCTV Programs before those programs are first aired in the United  
8 States by the Authorized U.S. Providers.

9 34. In addition, Defendants’ unauthorized streaming deprives CCTV and  
10 CICC of their right not to retransmit most of the CCTV Channels in the United States  
11 at all, as well as to limit the CCTV Programs that will air in the United States. CICC  
12 carefully chooses the content distributed on the CCTV U.S. Channels to fit the tastes  
13 of the U.S. market. Defendants’ unauthorized streaming of all CCTV programs aired  
14 in China deprives CCTV and CICC of their ability to curate their television  
15 programming for a United States audience. This loss of control threatens to hurt  
16 CCTV’s and CICC’s goodwill with U.S. audiences and the Authorized U.S.  
17 Providers. The precise scope of the harm is difficult to quantify.

18 35. Fourth, Defendants’ infringing conduct in providing and facilitating  
19 unauthorized streaming of CCTV Channels and CCTV Programs in the United States  
20 interferes with CCTV’s and CICC’s ability to develop and exploit a lawful market  
21 for Internet distribution of their television programs in the United States. As noted  
22 above, on behalf of CCTV, CICC enters into licensing agreements with Authorized  
23 U.S. Providers, including DISH, that provide Internet-based streaming services. The  
24 TVpad Retransmission Service competes directly with those services because of the  
25 similarity of the technology, damaging CCTV’s and CICC’s relationship and  
26 goodwill with legitimate Internet-based licensees. In addition, the TVpad  
27 Retransmission Service threatens to confuse consumers about Internet-based  
28 distribution channels more generally, including about what constitutes lawful



1 Internet-based exploitation and whether payment is required for access to CCTV  
2 Channels and CCTV Programs.

3 36. Fifth, Defendants' infringing conduct impairs CCTV's brand,  
4 reputation, and goodwill with consumers by associating its programming with poor  
5 quality viewing experiences on the TVpad device. CCTV and CICC take steps to  
6 safeguard CCTV's reputation with respect to the quality of the viewing experience  
7 that U.S. viewers can expect when they watch CCTV Channels and CCTV Programs.  
8 Many of CICC's license agreements with the Authorized U.S. Providers require that  
9 certain quality standards be met. CICC has no contract with any of the Defendants  
10 and therefore lacks any way to ensure that they provide viewers with a quality  
11 viewing experience. As set forth in detail in the accompanying Braak Declaration,  
12 Mintz investigators have documented numerous problems with the TVpad viewing  
13 experience. In addition, Mintz investigators have reviewed popular TVpad forums  
14 and discovered that posters on those forums frequently complain about technical  
15 problems with the TVpad device, including poor image quality and interruptions in  
16 service. Associating CCTV Channels and CCTV Programs with Defendants' poor-  
17 quality service threatens to harm CCTV's and CICC's brand and reputation,  
18 depriving them of customer goodwill. The harm associated with this injury to  
19 reputation and loss of customer goodwill is difficult to quantify.

20  
21 I declare under penalty of perjury under the laws of the United States of  
22 America that the foregoing is true and correct.

23 Executed this 16 day of February, 2015.

24  
25   
26 Chunguang Lu



**KUELLING DECLARATION**

**DECLARATION OF CHRISTOPHER KUELLING**

I, Christopher Kuelling, declare as follows:

1. I am Senior Vice President, International Business & Legal Affairs at DISH Network L.L.C. (“DISH”). I have personal knowledge of the facts contained herein, and, if called upon as a witness, I could and would testify competently about these facts, except for those matters stated expressly upon information and belief, which matters are believed to be true. I make this declaration in support of Plaintiffs’ motion for a preliminary injunction.

2. I have been employed by DISH since April 2002. I became the Senior Vice President, International Business & Legal Affairs at DISH in May 2014. Prior to this recent promotion, I served as Vice President, International Programming for approximately five years and my responsibilities included all content acquisition, marketing and sales of foreign language channels for DISH. Prior to that role I served in various capacities including as senior attorney for DISH’s programming department, head of content acquisition for a DISH affiliate in Taiwan, and head of international sports rights acquisition for the same affiliate while based for three years in Europe. In my current role, I have responsibility for certain aspects of DISH’s international channel business, including content rights acquisition and overseeing anti-piracy efforts with regard to unauthorized distribution of video content for which DISH holds exclusive distribution rights. I am familiar with DISH’s business, its history as a company, its video programming offerings, and its programming distribution models, including its agreements with other companies to obtain programming content from both within and outside the United States.

**DISH’s Business**

3. DISH is the nation’s third-largest pay television service, delivering video services to approximately 14 million customers nationwide through both satellite and Internet platforms. DISH’s primary service is satellite television, which

1 DISH provides to subscribers in return for subscription fees. Through its satellite  
2 service, DISH also offers approximately 75 international programming packages  
3 containing close to 300 international channels.

4 4. Separately, DISH offers many of the same international packages and  
5 channels through its Over-the-Top (“OTT”)<sup>1</sup> television service called “DishWorld”  
6 (soon to be rebranded as “Sling International”). DishWorld is an OTT subscription  
7 service that provides international television programming on numerous viewing  
8 devices including, but not limited to, Apple iPhones and iPads, Android phones and  
9 tablets, Samsung Smart TVs, Amazon Fire, Blu-Ray devices, personal computers,  
10 and the Roku Streaming Player. The DishWorld OTT service is a standalone service  
11 separate from DISH’s satellite delivery business, and a subscriber to the OTT service  
12 is not required to also subscribe to satellite service. New subscribers to the DISH  
13 satellite service are required to sign a two-year commitment, while new subscribers  
14 to the DishWorld service are not required to do so.

15 **DISH’s Rights to Transmit CCTV Programming**

16 5. In 2004, DISH’s predecessor-in-interest, EchoStar Satellite L.L.C.  
17 (“EchoStar”), entered into a license agreement with China International Television  
18 Corporation (“CITVC”), a wholly owned subsidiary of China Central Television  
19 (“CCTV”). That agreement granted to EchoStar the exclusive right to transmit  
20 CCTV’s “Great Wall Package” of television channels in the United States via  
21 satellite. The Great Wall Package includes content from 22 Chinese television  
22 channels, including the following CCTV channels: CCTV-4, CCTV-E, CCTV-  
23 Entertainment, CCTV-News, CCTV Movies (distributed as “China Movie Channel  
24 (CMC)”)), and CCTV-Opera (collectively, the “CCTV U.S. Channels”).

25  
26  
27 <sup>1</sup> For purposes of this motion, “Over-the-Top” or “OTT” refers to the delivery of  
28 video programming using an Internet connection that is not owned, managed, or  
operated by such distributor (e.g., Netflix).

1           6.     DISH and China International Communication Co., Ltd. (“CICC”), as  
2 successors-in-interest to the original parties to the license agreement, have amended  
3 and renewed the license agreement periodically since 2004. Under the license  
4 agreement, as amended, DISH continues to own the exclusive right to transmit the  
5 Great Wall Package in the United States via satellite. In 2008, CICC also granted  
6 DISH the non-exclusive right to distribute CCTV’s Great Wall Package via OTT in  
7 the United States.

8           7.     Until recently, DISH charged its subscribers \$22.99 per month for the  
9 Great Wall Package on its satellite service in the United States. In October 2014, as  
10 a result of competitive pressure from unauthorized distribution of the Great Wall  
11 Package, DISH reduced its price for new customers to \$14.99 per month.

12           8.     DISH also charges its subscribers \$14.99 per month for the Great Wall  
13 Package on its DishWorld OTT service in the United States.

14                   **DISH’s Rights to Transmit TVB Programming**

15           9.     In 2012, DISH entered into a license agreement with TVB Satellite  
16 Platform, Inc., an affiliate of Television Broadcasts Limited (“TVB”) and Plaintiff  
17 TVB Holdings (USA), Inc. (“TVB (USA)”). Pursuant to the license agreement,  
18 DISH owns the exclusive right to transmit via satellite in the United States the  
19 following TVB television channels and the TVB television programs comprising  
20 those channels: TVB1, TVB2, TVBe, TVBS, TVB8, TVBV, TVB Pearl, TVB  
21 Drama, and TVBHD (collectively, the “TVB U.S. Channels”). The license  
22 agreement also grants to DISH the exclusive right to transmit the TVB U.S. Channels  
23 and the TVB television programs comprising those channels in the United States via  
24 OTT, except for video-on-demand content.

25           10.    DISH offers its subscribers access to certain of the TVB U.S. Channels  
26 through a television package called the “Jadeworld” Package, which includes TVB1,  
27 TVB2, TVBe, TVBS, and CCTV’s CCTV-4.

11. DISH generally charges its subscribers \$29.99 per month for the Jadeworld Package on its satellite and DishWorld OTT services in the United States.

**Infringement of CCTV and TVB Programming  
Through the TVpad Retransmission Service**

12. As part of my job responsibilities, I oversee DISH's anti-piracy efforts concerning international programming, including the investigation of "rogue" television services that deliver unlicensed international television programming to U.S. customers, such as the infringing international programming accessible through the TVpad device (the "TVpad Retransmission Service"). In July 2014, DISH (together with TVB (USA)) joined co-Plaintiffs CCTV and CICC in their anti-piracy efforts involving the TVpad device and the TVpad Retransmission Service, including retaining the Mintz Group, Inc. ("Mintz") in its private investigation of the TVpad device, the TVpad Retransmission Service, and of the Defendants named in this action.

13. The TVpad device is a set-top box. When a user connects the TVpad device to both the Internet and a television, applications or "apps" available through a built-in software application called the "TVpad Store" permit users in the United States to view streaming television programs from mainland China, Hong Kong, and other parts of Asia.

14. One of the Mintz investigators with whom DISH has worked is Nicholas Braak. As detailed in the accompanying Braak declaration, which I have reviewed, several applications available in the TVpad Store stream CCTV and TVB channels and television programs from Asia to TVpad users in the United States (the "Infringing TVpad Apps"). DISH has not authorized anyone to stream CCTV or TVB channels or individual programming content comprising such channels through the Infringing TVpad Apps to TVpad users in the United States.

**Defendants Refuse to Cease and Desist**

15. On or about November 21, 2014, I sent cease-and-desist letters by Federal Express on behalf of DISH, TVB, and CCTV to Defendant Create New Technology (HK) Ltd. (“CNT”), the manufacturer of the TVpad device, and to Defendants Asha Media Group Inc. d/b/a TVpad.com (“Asha Media”), and Club TVpad, Inc. (“Club TVpad,” together with Asha Media, the “U.S. Distributors”). Federal Express confirmed delivery of the cease-and-desist letter to Club TVpad on November 24, 2014. Federal Express confirmed delivery of the cease-and-desist letter to Asha Media on November 26, 2014. On November 23, 2014, Federal Express informed DISH that delivery of the cease-and-desist letter to CNT at its registered address in Hong Kong was attempted but refused by CNT because no specific individual’s name was listed on the package. I then provided Federal Express with the name of CNT’s sole shareholder Zhang Wenwei, but Federal Express informed DISH on November 30, 2014 that CNT had refused delivery with that name as well. True and correct copies of my November 2014 cease-and-desist letters to CNT and the U.S. Distributors are attached hereto as Exhibit 95. True and correct copies of the emails from Federal Express to me and to a DISH employee working under my direction confirming delivery of the cease-and-desist letters to the U.S. Distributors, redacted to remove attorney-client communications, are attached hereto as Exhibit 96. True and correct copies of emails from Federal Express to DISH employees working under my direction evidencing attempts by Federal Express to deliver the cease-and-desist letter to CNT are attached hereto as Exhibit 97.

16. On December 8, 2014, I sent emails to CNT and the U.S. Distributors which attached copies of the cease-and-desist letters addressed to each of them. I have not received any notifications (such as an “undeliverable” message) that would suggest that my email delivery of the cease-and-desist letters to CNT or the U.S. Distributors was unsuccessful. True and correct copies of my emails to CNT and the



1 U.S. Distributors, with the attached cease-and-desist letters, are attached hereto as  
2 Exhibit 98.

3 17. On December 8, 2014, in response to my November cease-and-desist  
4 2014 letter to Asha Media, I received an email from an individual identifying himself  
5 as "Amit" from the email address tvboxplayer@gmail.com "On Behalf of TVPad  
6 Authorized Store." I believe that "Amit" is Amit Bhalla, President of Asha Media.  
7 The email stated: "I believe you are trying to contact the manufacturer which is  
8 www.itvpad.com. We are only a reseller . . . just like amazon, rakutan and sears also  
9 selling the product. All legal matters go to the manufacturer. Let me know if I can  
10 be of assistance." A true and correct copy of this email is attached hereto as Exhibit  
11 99.

12 18. On December 16, 2014, after determining that the exhibits to my  
13 previous cease-and-desist letters were inadvertently omitted, I resent my November  
14 2014 cease-and-desist letters with the exhibits to CNT and Club TVpad via email.  
15 True and correct copies of my emails with their attached cease-and-desist letters and  
16 exhibits are attached hereto as Exhibits 100 and 101.

17 19. On December 19, 2014, I emailed another cease-and-desist letter to  
18 Amit Bhalla at Asha Media, responding to his December 8, 2014 email and attaching  
19 the exhibits that were omitted from my previous cease-and-desist letter to Asha  
20 Media. A true and correct copy of my email with its attached cease-and-desist letter  
21 and exhibits is attached hereto as Exhibit 102.

22 20. On or about January 12, 2015, I received a letter dated December 17,  
23 2014 from a lawyer for Club TVpad responding to my November cease-and-desist  
24 letter by pointing out a typographical error, but otherwise ignoring the substantive  
25 issues raised in my letter. On January 14, 2015, I sent a corrected version of my  
26 cease-and-desist letter to Club TVpad by email to fix the typos in the body of the  
27 letter. A true and correct copy of my email with its attached cease-and-desist letter  
28 and exhibits is attached hereto as Exhibit 103.

21. My November 2014 cease-and-desist letter to CNT, as updated on December 16, 2014, notified CNT that “we have cause to believe that CNT and/or persons acting in concert with CNT are directly infringing the copyrights in television programming for which DISH, CCTV and/or TVB own exclusive rights, as well as inducing, materially contributing to, and failing to control the blatant infringing activities of others through the TVpad device.” The cease-and-desist letter, as updated, provided CNT with a list of the Infringing TVpad Apps, a list of the CCTV and TVB channels transmitted through those apps, and a representative list of 145 CCTV and TVB programs streamed through the Infringing TVpad Apps without authorization. The cease-and-desist letter demanded that “CNT and any parties acting in concert with CNT, or pursuant to CNT’s direction or control,” immediately (a) cease and desist from “providing CCTV and TVB content through the TVpad and its affiliated network”; and (b) cease and desist from “providing the [Infringing TVpad Apps], and any similar infringing applications, through the TVpad app store or otherwise.” *See* Exhibits 95, 98, 100.

22. I have received no response from CNT to my cease-and-desist letter, and our investigators have confirmed that CCTV and TVB channels and programs continue to be streamed through the TVpad device despite my cease-and-desist letter.

23. My November 2014 cease-and-desist letters to the U.S. Distributors notified those distributors that they were subject to liability for “secondary copyright infringement because of [their] involvement in the sale and distribution of TVpad devices, [their] inducement of customers to infringe CCTV and TVB programming, and [their] material contribution to the infringing activities of others.” The cease-and-desist letters, as updated, provided the U.S. Distributors with a list of Infringing TVpad Apps, a list of the CCTV and TVB channels transmitted through those apps, and a representative list of 145 CCTV and TVB programs streamed through the Infringing TVpad Apps without authorization. The cease-and-desist letters demanded that the U.S. Distributors immediately (a) cease and desist from “selling

1 TVpad devices that offer the [Infringing TVpad Apps], or any similar infringing  
2 applications, through the TVpad app store”; (b) cease and desist from “providing the  
3 [Infringing TVpad Apps], and any similar applications”; and (c) cease and desist  
4 from “marketing and promoting the availability of CCTV and TVB content on the  
5 TVpad, and encouraging consumers to access such content through the TVpad.” *See*  
6 Exhibits 95, 98, 101-103.

7 24. My December 19, 2014 response to Asha Media further stated in  
8 relevant part: “We strongly disagree with your statement that Asha Media is ‘only a  
9 reseller’ of the TVpad device. In addition to selling a device that delivers pirated  
10 content, Asha Media actively induces and encourages customers to purchase and use  
11 the TVpad device in order to access and infringe copyrighted Chinese-language  
12 television programs, including CCTV and TVB programs. In light of these activities,  
13 Asha Media is secondarily liable for the infringing conduct of its customers who use  
14 the TVpad device, as well as for the infringing conduct of other parties streaming  
15 pirated CCTV and TVB content to the TVpad device.” *See* Exhibit 102.

16 25. I received no subsequent response from Asha Media to my December  
17 19, 2014 letter, and our investigators have confirmed that Asha Media continues to  
18 promote the Infringing TVpad Apps and the availability of infringing television  
19 programming on the TVpad device. In February 2015, I received a letter from Club  
20 TVpad’s lawyer denying that Club TVpad is engaged in infringing conduct, and our  
21 investigators have confirmed that Club TVpad continues to promote the Infringing  
22 TVpad Apps and the availability of infringing television programming on the TVpad  
23 device.

**Irreparable Harm to DISH's Business**

26. Defendants' infringing conduct in providing, inducing, and facilitating unauthorized streaming of CCTV and TVB channels and programs through the TVpad device competes directly with DISH's satellite and OTT pay television services in the United States.

27. Defendants provide CCTV and TVB television programming to U.S. customers that satisfies the same demand for that programming as DISH's Chinese-language television packages including the Great Wall and Jadeworld Packages. Because Defendants pay no license fees to the copyright owners for the TVpad Retransmission Service, they can provide CCTV and TVB channels and programs without assessing monthly fees to their customers, making their services cheaper and thus more attractive to potential consumers than DISH's competing services. Moreover, as explained in more detail in the accompanying Declarations of Samuel P. Tsang and Lu Chunguang, which I have reviewed, Infringing TVpad Apps on the TVpad device stream CCTV and TVB programming before it is available on DISH in the United States, compounding the competitive harm.

28. The competitive harm is readily apparent when it comes to the DishWorld OTT service, which DISH markets to customers interested in international programming and provides that programming over the Internet to users of connected devices such as iPhones, Android devices, and the Roku set-top box. Users of authorized devices must pay a subscription fee for the DishWorld service to access CCTV and TVB content, while users of the TVpad get illegally streamed CCTV and TVB content for free. This difference places our DishWorld service at a significant and unfair disadvantage vis-à-vis the TVpad device and TVpad Retransmission Service.

29. I have a good-faith belief that, as a result of Defendants' unlawful activities described above, DISH has lost or failed to acquire many subscribers who otherwise would have been willing to pay subscription fees for access to DISH's

1 Great Wall Package of CCTV channels and Jadeworld Package of TVB channels.  
2 For instance, with respect to the Great Wall Package, the total number of DISH  
3 subscribers and monthly gross activations has been steadily declining from 2011 to  
4 the present. With respect to the Jadeworld Package, DISH launched the package in  
5 November 2012 and fell well short of meeting the number of subscribers anticipated.  
6 Moreover, most of the subscribers to the Jadeworld package on DISH's satellite  
7 service had their two year commitments end in the last three months and, in just  
8 those three months alone, the number of subscribers has declined significantly.

9 30. Based on my knowledge of the industry and my experience overseeing  
10 DISH's anti-piracy efforts, I conclude that this decline in DISH's subscriber base to  
11 the Great Wall and Jadeworld packages is attributable, at least in part, to the  
12 availability of CCTV and TVB programming for free on the TVpad device. That  
13 conclusion is buttressed by feedback from our DISH retailers in the local markets,  
14 who see the TVpad being advertised in newspapers and other media.

15 31. In addition, as noted above, DISH has reduced its monthly subscription  
16 fee for new customers of the Great Wall Package of CCTV channels from \$22.99 to  
17 \$14.99 per month because of competitive pressure from infringing television services  
18 like the TVpad Retransmission Service.

19 32. This subscriber and price erosion has diminished and will continue to  
20 diminish DISH's revenues unless enjoined. It is difficult to calculate the amount of  
21 revenue DISH has lost in this way because DISH does not know how many  
22 customers it has lost or failed to acquire as a result of Defendants' infringing  
23 activities.

24 33. Defendants' infringing activities also diminish the value of the exclusive  
25 rights conveyed to DISH by license agreements with TVB (USA)'s affiliate and  
26 CICC, placing a strain on DISH's business relationships in a manner that is difficult  
27 to calculate.  
28

1 I declare under penalty of perjury under the laws of the United States of America that  
2 the foregoing is true and correct.

3 Executed this 10<sup>th</sup> day of March, 2015.

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6 Christopher Kuelling  
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**WUKOSON DECLARATION**

**DECLARATION OF GEORGE P. WUKOSON**

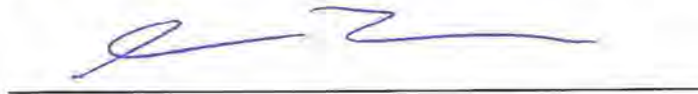
I, George P. Wukoson, declare as follows:

1. I am an attorney licensed to practice law in the State of New York and before the bars of the Southern and Eastern Districts of New York. I am associated with the law firm of Davis Wright Tremaine LLP ("DWT"), counsel to the Plaintiffs in this action. My *pro hac vice* application to practice law before the bar of the Central District of California is pending.

2. Attached hereto as Exhibit 104 is a true and correct copy of a printout of the webpage located at <http://en.itvpad.com/typad4/index.html>, which a DWT paralegal generated at my direction on January 4, 2015.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 16<sup>th</sup> day of March, 2015 in New York, New York.



George P. Wukoson